



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6209292
Dated/दिनांक : 07-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-05-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Labour And Employment Department Gujarat
Organisation Name/संगठन का नाम	Gujarat Building & Other Construction Workers Welfare Board (gbcowwb)
Office Name/कार्यालय का नाम	Ahmedabad
क्रेता ईमेल/Buyer Email	ado-bocw-ahd@gujarat.gov.in
Item Category/मद केटेगरी	Financial Audit Services - Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the Gujarat Building and Other Construction Workers Welfare Board (GBOCW WB); CA Firm
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	7 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
14-05-2025 16:00:00	Shram Bhavan Compound, Beside Gun House, Rustam Cama Road, Khanpur, Ahmedabad - 380001 Gujarat.

Financial Audit Services - Appointment Of Chartered Accountant Firm For Pre-Audit Service For The Financial Year 2025-26 Of The Gujarat Building And Other Construction Workers Welfare Board (GBOCWFB); CA Firm (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Scope of Work	Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the Gujarat Building and Other Construction Workers Welfare Board (GBOCWFB)
Type of Financial Audit Partner	CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As per RFP
Type of Industries/Functions	As per RFP
Frequency of Progress Report	As per RFP
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per RFP
State	NA
District	NA
Addon(s)/एडऑन	
Post Financial Audit Support	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Dayma Nilofar Mahebubhai	380001,Shram Bhavan Compound, Beside Gun House, Rustam Cama Road, Khanpur	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

As per RFP

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Tender Document

For

Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the Gujarat Building and Other Construction Workers Welfare Board (GBOCWWB)



Member Secretary,

Gujarat Building and other Construction Worker's Welfare Board (GBOCWWB),

Ground floor, Shram Bhavan,

Near Gun house, Khanpur, Ahmedabad

Website: enirmanbocw.gujarat.gov.in

Email Address: ms-bocw-ahd@gujarat.gov.in

Phone no.- 079-25502271

Abbreviations

Abbreviation	Full Name
CA	Chartered Accountant
ESIC	Employees' State Insurance Act, 1948
GBOCWWB	Gujarat Building and Other Constructions Worker's Welfare Board
GOG	Government of Gujarat
GOI	Government of India
GST	Goods and Services Tax
IFSC	Indian Financial System Code
NEFT	National Electronic Funds Transfer
PAN	Permanent Account Number
PF	Provident Fund
PQ	Pre-Qualification
PSUs	Public Sector Undertakings
RTGS	Real-Time Gross Settlement
TQ	Technical-Qualification
ULBs	Urban Local Bodies

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Section I: Invitation for Bids

i. RFP Notice:

Gujarat Building and Other Constructions Workers Welfare Board (GBOCWWB) seeks proposals from reputed and experienced agencies to participate in competitive bidding for “**Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the Gujarat Building and Other Construction Workers Welfare Board (GBOCWWB)**”.

The bidder shall be responsible for providing all types of Deliverables/Services, as mentioned in this tender/Request for Proposal (RFP) document and Scope of Work, as a part of this project.

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates.

ii. Important Dates / Information:

No.	Information	Details
1	Name of work	Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the Gujarat Building and Other Construction Workers Welfare Board (GBOCWWB)
2	Last date for submission of written queries for clarifications	As per GeM Bid Email ID: ms-bocw-ahd@gujarat.gov.in for sending pre-bid queries
3	Date & Time of pre-bid meeting	As per GeM Bid
4	Venue of Pre-bid meeting	Committee room - GBOCWWB, Shram Bhavan, Near Gun house, Khanpur, Ahmedabad
5	Last date and time for submission of proposals (Technical and Commercial) (Online)	As per GeM Bid
6	Date & Time of opening of online bids received in response to the RFP notice	As per GeM Bid
7	Bid Validity Period	180 Days from the Date of Opening the Bid
8	Performance Bank Guarantee	5% of the Total Contract Value
9	Performance Bank Guarantee Validity Period	Total Contract Period + 4 months post expiration of all the Contractual Obligations

iii. All bids must be submitted online on <https://gem.gov.in/>

iv. In the event of the date specified for opening of bid being declared as a holiday for GBOCWWB office the due date for opening of bids will be the following working day at the appointed times.

Section II: Instruction to Bidders

Office of the Gujarat Building and Other Construction Worker's Welfare Board invites reputed eligible organizations to submit their offers for "**Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the Gujarat Building and Other Construction Workers Welfare Board (GBOCWWB)**", in accordance with conditions and manner prescribed in this Request for Proposal (RFP) document.

Stages of Evaluation of Offers: The entire process shall be in two stages:

Stage 1: Technical Bid

Stage 2: Financial Bid

Stage 1: Technical Bid of all the offers that are received within the stipulated date and time mentioned herein shall be opened on the due date and time.

Stage 1 i.e., "**Technical Bid**" consist of:

2.1 Pre- Qualification (PQ) Criteria

2.2 Technical Qualification (TQ) Criteria

The evaluation for Technical Bids of the bidders shall be evaluated based on the mentioned criteria of this RFP.

All bidders are requested to submit the documents in sequence as per evaluation criteria. Competent Authority may scrutinize the details provided by the bidder and will decide the eligibility of the bidder to the next stage.

GBOCWWB shall consider the information furnished by bidder on technical requirements as sufficient and qualify the bidder for the price bid opening. If, at any stage if it is found that any information furnished by the bidder is either false or hidden or fabricated, such bidder may be blacklisted by the Competent Authority and prohibited them from participating in any of future tenders for a period of 10 years.

i. Pre-Qualification (PQ) Criteria:

GBOCWWB shall evaluate bidders' for following Pre-qualification/Eligibility Criteria based on the documents submitted by the bidders.

No.	Pre-qualification / Eligibility Criteria	Document Proof	PQ
1	Legal Entity: An Indian Firm Registered under the Companies Act 1956/2013 in India or LLP firm/ Partnership firm under Partnership Act of 1932. The Bidder should have been operational in India for a continuous period of at least five (5) years as of the Bid Submission	Copy of Certificate of Incorporation, OR, Registration under Companies Act 1956/ 2013, OR, Partnership Act of 1932	PQ-1

No.	Pre-qualification / Eligibility Criteria	Document Proof	PQ
	Date.		
2	Average annual fee earned by the bidder from audit and attestation work should be at least Rs. Seven (7) Lakhs in last 3 preceding financial years i.e., FY2022-23, 2023-24 & 2024-25.	Copy of CA Certificate along with extracts from the audited balance sheet/profit & loss for last three financial years	PQ-2
3	<p>Relevant Experience: The Bidder should have executed/executing: Minimum work order of same/similar of Audit/Pre-Audit work for Central Government/State Government /Urban Local Body/ Public Sector Undertaking /Government Agency during the period of FY 2022-23, FY 2023-24 & FY 2024-25 (up to the Bid Publish date)</p> <ul style="list-style-type: none"> • 1 Work Order with value of INR 2.00 Lakh or above <p>OR</p> <ul style="list-style-type: none"> • 2 Work Order with value of each INR 1.25 Lakh or above <p>OR</p> <ul style="list-style-type: none"> • 3 Work Order with value of each INR 1.00 Lakh or above <p>Note: The determination of same or similar works shall be at the sole discretion of the GBOCWVB.</p>	Copy of Purchase Order / Work Order/ Experience certificate clearly specifying the complete scope of work	PQ-3
4	The firm should have at least 2 (two) nos. of full time CA partners in the firm.	ICAI Certification	PQ-4
5	The bidder must have: i. GST Registration Certificate ii. Income Tax / PAN Number	<ol style="list-style-type: none"> 1. Copy of GST Registration certificate 2. Copy of PAN 	PQ-5
6	Local Office: The Bidder should have a registered office in Gujarat.	Registration certificate/ Certificate of incorporation/ Udhyam Aadhar/ GST registration or any other document issued by Government authority indicating address of the bidder	PQ-6
7	Mandatory Undertaking: The Bidder should: a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs	Notarized Undertaking by the authorized signatory of Bidder on Rs.300 stamp	PQ-7

No.	Pre-qualification / Eligibility Criteria	Document Proof	PQ
	administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false Statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. Comply with the code of integrity as specified in the bidding document. d) Affidavit by the Bidder, duly signed by the authorized signatory confirming they have not been blacklisted or debarred by any Central / State Government/Union Territories/PSUs in India as on the bid submission date in India.	paper	

Note:

- Consortiums or joint ventures between multiple firms will not be allowed under this tender.
- The firm/company meeting the Pre-qualification/Eligibility criteria shall be considered for further Technical Qualification (TQ) criteria evaluation.
- The firm must provide all the required documentary evidence online for fulfilling Pre-Qualification (PQ) criteria mentioned for all the above points.

ii. Technical Qualification (TQ) Criteria:

Bidders meeting the Pre-Qualification / Eligibility criteria shall be further evaluated as per the detailed Technical Evaluation criteria mentioned below:

Sr. No.	Evaluation Parameters	Max. Marks	Documents Required
1	The bidder should have relevant experience for Internal or Audit/Pre-Auditing of State Government/Central Government/Public Sector Undertaking/Local Bodies/any other	30	Work Order/Completion Certificate/True Copy of the Certificate of the Firm/Organization whose

Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the GBOCWVB

Sr. No.	Evaluation Parameters	Max. Marks	Documents Required
	Government Agency during last 3 (Three) years (i.e.,2022-23, 2023-24 & 2024-25) <ul style="list-style-type: none"> • 1 Nos. to 3 Nos. = 20 Marks • > 3 Nos. to 6 Nos. = 25 Marks • > 6 Nos. = 30 Marks 		audit is carried out containing all details like turnover etc. and shall be supported with evidence to justify your certificate and other information
2	Average annual Audit and Attestation fees received by the bidder during last 3 (Three) years (i.e.,2022-23, 2023-24 & 2024-25) <ul style="list-style-type: none"> • Rs. 7 Lakh to 9 Lakh = 20 Marks • > Rs. 9 Lakh to 11 Lakh = 25 marks • > Rs. 11 Lakhs = 30 Marks 	30	Copy of CA Certificate along with extracts from the audited balance sheet/ profit & loss for financial years
3	Bidder shall have experience as Chartered Accountant firm and registered with ICAI: <ul style="list-style-type: none"> • 3 Years to 5 Years = 10 Marks • > 5 years to 7 years = 15 marks • > 7 Years = 20 Marks 	20	Copy of Valid Certificates to be submitted
4	The bidder has number of Chartered Accountants: <ul style="list-style-type: none"> • 2 Nos. = 10 Marks • 3 Nos. = 15 Marks • >3 Nos. = 20 Marks 	20	ICAI Certificate
Total Marks		100	
Minimum qualifying marks		60	

Bidder scoring minimum 60 marks in the above Technical Evaluation process shall be considered for opening of Financial Bids.

Stage 2: Financial Bid of only those bidders shall be opened online who are found eligible as per the criteria mentioned in this RFP in **Stage 1 i.e., Technical Bid Criteria**.

- iii. **Cost of Bidding:** The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GBOCWVB will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- iv. **Contents of Bidding Documents:** The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- v. **Pre-Bid Meeting/Clarification of Bidding Documents:** A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated of this document. GBOCWVB may respond to any request for the clarification of any bidding documents, which receives before date

Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the GBOCWWB
mentioned for submission of queries. The queries should be submitted in the following format:

Sr. No.	RFP Document Reference	Section No./ Clause No.	RFP Page No.	Content of the RFP requiring clarification	Clarification Sought
1					
2					

- vi. Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, GBOCWWB may, for any reason, whether on its own initiative or in response to the clarification may change their bid. In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GBOCWWB at its discretion, may extend the deadline for the submission of bids.
- vii. Reject / Withdrawal of Bids:** GBOCWWB reserves the rights to discharge this Bid process at any stage, without assigning any reason for the same. Any claim by bidders for any damages/compensation, for any reason, on this account will not be admissible. The intending bidders are advised to study the document carefully and acquaint themselves with the terms & conditions therein as these shall govern the operations and shall form an integral part of contract.
- viii. Preparation of Bids:**
- 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 GBOCWWB shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.
 - Documents Comprising the Bid:** The Financial Bid must be submitted online only through the GeM Portal: <https://gem.gov.in/> . The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by GBOCWWB.
 - Bid Form:** The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the RFP.
 - Bid Prices:** The Bidder shall indicate the prices in the format mentioned in Financial Bid. Bidder is advised to read the bid document carefully before quoting.
 - Firm Prices:** The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract period and not subject to variation on any account unless mutually agreed between the Contractor and GBOCWWB. As regards taxes and duties, if any, chargeable on the services and legally payable in respect of the Contract, the same shall be included as applicable in the bid price.
 - Bid Currency:** Prices shall be quoted in Indian Rupees only.
 - Period of Validity Bids:** Bids shall be valid for 180 days after the date of bid opening prescribed by GBOCWWB. A Bid valid for a shorter period shall be rejected by GBOCWWB as non-responsive. In exceptional circumstances, GBOCWWB may solicit the Bidder's consent to an extension of the period of validity. The request

and the responses thereto shall be made in writing. The Bid security period provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid. Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

- h. **Format and Signing of Bid:** The Bidders shall submit their Bids as per the instructions. Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format. The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid. Bidding Document seeks on-line quotation following Two Bid Systems, in two parts. First part will be known as 'Technical Bid', and the second part 'Financial Bid'. The Bidders have to submit the bid with all the supporting documents in the form of scanned copies submitted online and should have sign on each and every page and seal of the bidder. Before filling in any of the details asked for bidders should go through the entire bid document and get the required clarifications from GBOCWWB during the pre-Bid meeting.
- ix. **SUBMISSION OF BIDS:**
- a. **Sealing and Marking of Bids:**
- i. All bids must be submitted only online through GeM Portal: <https://gem.gov.in/> as per the formats mentioned therein using digital signatures.
 - ii. Bids submitted in physical copy or through Telex, cable, e-mail or facsimile will be rejected.
 - iii. Each and every page of the documents submitted by the bidders as a part of bid submission shall be signed & stamped by the bidder's authorized signatory.
- b. **Deadline for Submission of Bids:**
- i. Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GBOCWWB, the bids will be received up to the appointed time on the next working day.
 - ii. GBOCWWB may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GBOCWWB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. **Late Bids:** Bids submitted after stipulated date & time of submission will not be considered.
- d. **Modification and Withdrawal of Bids:**
- i. The Bidder may modify or withdraw his bid before the last date and time of submission of bids only before the deadline for submission of bids.
 - ii. No bids can be withdrawn in the period after the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the

Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

x. BID OPENING AND EVALUATION OF BIDS:

a. Opening of Bids by GBOCWVB:

- i. GBOCWVB will open only Technical Bids at the first instance.
- ii. The Financial Bids shall only be opened for those bidders who have successfully qualified based on the evaluation of their Technical Bids.

b. Clarification of Bids: During evaluation of bids, GBOCWVB may, at its discretion, ask the Bidder for a clarification of its bid. GBOCWVB may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

c. Interpretation of the clauses in the Tender Document / Contract Document:

- i. In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GBOCWVB's interpretation of the clauses shall be final and binding on all parties.
- ii. However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to the pre-bid conference to GBOCWVB.
- iii. GBOCWVB may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

d. Preliminary Examination:

- i. GBOCWVB will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. Prior to the detailed evaluation, GBOCWVB will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance, Applicable law and Taxes and duties will be deemed to be material deviations. GBOCWVB determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- iii. If a Bid is not substantially responsive, it will be rejected by GBOCWVB and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- iv. Conditional bids are liable to be rejected.

e. Evaluation Methodology:

- i. During evaluation of proposals, GBOCWVB, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- ii. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.

- iii. During the technical evaluation, GBOCWVB may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied. At any point of time, if GBOCWVB feels that the bidder is hiding any information which will affect the project cost in short or long run, GBOCWVB may reject his bid without assigning any reason or explanation.
 - iv. Price shall be loaded appropriately for the missing component/quantity/tax etc. Price quoted in the financial bid will be final. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, applicable taxes or missing component(s), if any for which the description is there in technical response, but price is not provided in the financial sheet. Price will be appropriately loaded for the missing tax components/missing components that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the bidders.
Note: At every page of Technical Documents submitted will be signed by the Bidder without overwriting. Whenever required the proof for every commitment has to be submitted, technical brochures should be attached wherever available.
- xi. Contacting GBOCWVB:**
- a. No Bidder shall contact GBOCWVB on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GBOCWVB, he should do so in writing. GBOCWVB reserves its right as to whether such additional information should be considered or otherwise.
 - b. Any effort by a Bidder to influence GBOCWVB in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.
- xii. AWARD OF CONTRACT:**
- a. **Award Criteria:**
 - i. The selection of successful bidder will be as per the clause mentioned above.
 - ii. GBOCWVB will award the contract to the successful bidder decided as per the evaluation procedure mentioned in this RFP.
 - iii. Tenderer reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
 - iv. In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the next lowest bidder will have to match the price of the lowest bidder.

b. **GBOCWVB's Right to Accept Any Bid and to reject any or All Bids:** GBOCWVB reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GBOCWVB' action.

c. **Notification of Award:**

- i. Prior to the expiration of the period of the bid validity, Tenderer will notify the successful bidders that his bid has been accepted and issuance of Lol/WO.
- ii. The notification of award will constitute the formation of the Contract.

d. **Contract Period & Signing of Contract:**

- i. The Implementation period of this project shall be for 1 year from the date of the issue of the Work Order or Signing of Contract Agreement (whichever is later).
- ii. **Contract Renewal/Extension:** The contract may be renewed or extended at the discretion of the GBOCWVB, for a further period of one (1) year, subject to the GBOCWVB's satisfaction with the performance of selected bidder and other prevailing conditions.
- iii. At the same time as GBOCWVB notifies the successful Bidder that its bid has been accepted, GBOCWVB will send the bidder the Contract Form, incorporating all the agreements between two parties.
- iv. Within 15 days of receipt of the Lol/Work Order & Contract Form, the successful bidder shall get the Contract Agreement signed with GBOCWVB.

xiii. **Performance Security/Performance Bank Guarantee (PBG):**

- a. The successful Bidder has to furnish a performance security so as guarantee his/her (Bidder) performance of the contract. The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days of receipt of award in accordance with contract terms and condition and Performa provided in the RFP. **The PBG shall be 5% of the total contract value** valid up to 120 days beyond the expiry of contract. However, for Enterprises or Organizations, which are exempted from paying Tender Fees & EMD, PBG will be 3% of the total contract value as per the Gujarat Procurement Policy 2024.
- b. The PBG should be from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by Reserve Bank of India (RBI) or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/4020/DMO dated 11.03.2024 issued by Finance Department or further instruction issued by Finance department time to time. The Performance Security shall be denominated in Indian Rupees.
- c. No interest shall be payable on the PBG amount. GBOCWVB may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

- d. The proceeds of the performance security shall be payable to GBOCWWB as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- e. The Performance Security will be discharged by GBOCWWB and returned to the Bidder on completion of the bidder's performance obligations under the contract. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.

xiv. Corrupt or Fraudulent Practices:

- a. GBOCWWB requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, GBOCWWB defines for the purposes of this provision, the terms set forth as follows:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting of levels and to deprive GBOCWWB of the benefits of the free and open competition.
 - ii. GBOCWWB shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to GBOCWWB or blacklisted/debarred as per the relevant clause of this RFP in competing for the contract in question. GBOCWWB shall declare a firm ineligible and blacklist either indefinitely or for a Stated period, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to GBOCWWB.
 - iii. If any of the qualifying documents submitted by the Bidder are found to be fraudulent or bogus at any time after award of contract, the contract shall be liable to be terminated at immediate effect.
 - iv. If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights, Department shall terminate the contract of the bidder and/or declare a firm ineligible and blacklisted either indefinitely or for a Stated period.

Section III: Introduction and Scope of Work

i. Introduction:

The GBOCWWB was formed as per the Gujarat Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996. The GBOCWWB focuses on the welfare of construction workers by providing assistance through various schemes. These include comprehensive health check-ups, educational scholarships, and financial aid for medical expenses, ensuring the well-being and improved quality of life for construction laborers.

ii. Scope of Work:

a. The selected Chartered Accountant Firm shall be required to undertake the Pre-Audit of Vouchers and Related Financial Records for the Financial Year 2025-26 for the GBOCWWB. The scope of work shall include, but not be limited to, the following activities, in accordance with applicable Government rules, regulations, and accounting procedures:

i. Examination of Vouchers and Financial Records:

- Verification of all payment, receipt, journal, and adjustment vouchers for accuracy, authenticity, and completeness.
- Ensure that all vouchers are supported by valid and adequate documentation and are duly authorized by the competent authority as per the delegation of financial powers.

ii. Compliance with Rules and Regulations:

- Ensure that all financial transactions are in strict compliance with the applicable provisions of General Financial Rules (GFR), Treasury Rules, Government Accounting Rules, and any other relevant statutory requirements.
- Review vouchers for adherence to applicable tax laws (e.g., GST, TDS) and other regulatory guidelines.

iii. Interaction and Support:

- Coordinate with the Accounts Department to ensure smooth execution of the audit.
- Provide clarification and advisory support regarding improvements in accounting practices and voucher management.

b. The selected Chartered Accountant Firm shall also Undertake the pre-audit of any specific files or records as may be directed by the GBOCWWB, including those communicated verbally or in writing, provided such instructions are duly recorded in the audit documentation for traceability and accountability. Any discrepancies identified shall be promptly reported along with recommendations for corrective action.

c. In the event that selected bidder terminates their employment prior to the completion of the contractual duration, the GBOCWWB reserves the right to

impose punitive measures. Furthermore, any outstanding fees, entitlements, or remuneration due to the employee shall be forfeited and will not be paid.

- d. Selected bidder shall have to provide the details of the person/s assigned to perform the pre-audit work along with full name, residential address, contact number, educational qualifications, and relevant professional experience to GBOCWWB.
- e. The assigned person shall be required to be present for the execution of the work on the days of Monday, Wednesday, and Friday. In the event that any of these days fall on a public holiday or if the assigned person is unavailable to attend on any such day, it shall be the responsibility of the representative to reschedule and ensure presence on the subsequent business day to carry out the required work.
- f. In the event that any modification or alteration to the work is deemed necessary, prior written approval must be obtained from the Board Office before proceeding with such changes.
- g. All work shall be conducted exclusively at the GBOCWWB office premises. Under no circumstances shall any records or materials be removed from the office without prior written authorization.
- h. In the event of any violation of the terms and conditions specified in this work order, appropriate action will be taken by the GBOCWWB, which may include the inclusion of the concerned party in the blacklist.
- i. The jurisdiction for any legal matters arising from this agreement shall be exclusively vested in the courts of Ahmedabad.

Section IV: Terms and Conditions of the Contract

i. **Penalty and Service Level Agreements:**

1. Service Level Agreement (SLA) is the formal contract between GBOCWVB and the successful bidder. The purpose of this Service Level Requirements/ Service Level Agreement (hereinafter referred to as SLR/SLA) is to clearly outline the service levels that the successful bidder is expected to provide to the department throughout the duration of the project contract.
2. Deployment Timeliness: The service provider shall deploy the required manpower on-site from next working day or as mentioned in this RFP from the receiving of the Lol/work order.
3. Work Quality: The deployed staff shall maintain a minimum performance standard, meeting the requirements in terms of productivity, efficiency, and conduct.
4. Attendance and Punctuality: The personnel should have an exemplary attendance record, with no unauthorized absences during their duty hours.
5. The Bidder shall adhere to the performance standards as agreed upon by both parties and as outlined in this SLA, ensuring timely and satisfactory service delivery in accordance with the specified terms.
6. GBOCWVB will notify the agency regarding any issue in writing through a letter / email / any other similar communication method.
7. Penalty equivalent to 5% of the monthly billing rate will be recovered for non-deployment of Professional and non-completion of the Work.
8. The maximum penalty that may be imposed shall not exceed **10% of the total value of the Work Order (WO)**.
9. If the performance of the service is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the satisfaction of Department, then Department will have the right to take appropriate corrective actions including termination of the Contract & forfeit the Performance Bank Guarantee (PBG) at its sole discretion.

ii. **Payment Terms:**

Payment shall be made after the submission of the bill by the agency, provided that the following conditions are met:

- **Billing Cycle:** The agency will submit invoices for the services rendered at the end of each month. Payments will be made on a **monthly basis**, typically for the entire month of work performed along with the pre-audit report.
- The agency must submit a certificate from the authorized person of GBOCWVB confirming for satisfaction of work.
- The agency shall raise the necessary bill only after making payments to the manpower provided and settling the statutory obligations as per law.
- Income Tax and other applicable taxes shall be deducted from the bill as per prevailing laws.
- Compliance with Laws: The contract shall be awarded subject to the agency's compliance with all applicable laws of the land, including, but not limited to, the

renewal of its registration under the Bombay Shops and Establishments Act, the Contract Labour (Regulation and Abolition) Act, and other applicable laws.

- The full payment will be made in Indian Rupees (INR) to the agency through one of the following methods: NEFT, Cheque, RTGS, or Demand Draft (DD), subject to any applicable penalties or deductions as per the terms and conditions of the agreement.

iii. **Others:**

1. **Liability for Losses:** In the event that any loss is incurred by the GBOCWWB, as a result of any act of omission or commission by the contractor, which is subsequently established following an inquiry conducted by the GBOCWWB, the contractor shall be liable to compensate the GBOCWWB for the full value of such loss. The decision of the GBOCWWB in this regard shall be final and binding upon the contractor.
2. **Payment of Salaries and Wages:** The service provider shall be responsible for the payment of salaries and wages to the staff deployed at the buyer's location on an advance basis, i.e., paying from their own funds. The service provider may then claim reimbursement from the Buyer, accompanied by all relevant statutory documents such as Provident Fund (PF), Employees' State Insurance Corporation (ESIC), and other necessary statutory documents, as well as the bank statement proving payment.
3. **Escalation Matrix:** The Bidder must provide a comprehensive escalation matrix, including phone numbers for service support, to the GBOCWWB.
4. **Prohibition of Subcontracting:** The bidder shall not subcontract any part of the work to another agency without prior written approval from the GBOCWWB.
5. **Financial or Physical Loss Due to Staff Actions:** The bidder shall be responsible for any financial or physical loss caused to the office, staff, or food distribution center as a result of any act by the designated staff. Such loss shall be reimbursed from the bidder's bill.
6. **Compliance with Government Acts:** The bidder shall comply with all relevant Government Acts, including but not limited to the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, and Other statutory provisions such as Provident Fund (PF), Employees' State Insurance (ESI), Bonus, Gratuity, Leave, Relieving Charges, Uniform, and other applicable allowances. The bidder shall bear full responsibility for any violations of these provisions.
7. **Independent Relationships:**
 - a. It is expressly understood and acknowledged by the bidder that the GBOCWWB and its employees shall not be responsible for ensuring compliance with any applicable regulations in relation to the bidder's operations, including those concerning the bidder's workforce or deployed manpower.
 - b. Nothing in this document shall create any liability, either express or implied, on the GBOCWWB to employ or provide any member of the bidder's organization or deployed manpower with employment or compensation. The GBOCWWB shall

have no obligation, either express or implied, to pay or provide any form of compensation, gratuity, or remuneration to any member of the bidder's organization or deployed manpower. Furthermore, no member of the bidder's organization or deployed manpower shall have any rights against the GBOCWWB, nor shall they make any claims for compensation related to illness, accident, injury, or disability at any time during the work period or thereafter.

8. The contractor shall be solely responsible for ensuring that these statutory provisions are adhered to and for any violations or non-compliance related to the same.
9. In the event of any complaint regarding misconduct or misbehavior by the contractor's staff, GBOCWWB reserves the right to instruct the contractor to remove any individual deemed undesirable or unfit for continued service under the contract.
10. Any liability arising out of any litigation (including those in courts) due to any act of contractor's personnel or information sought under RTI Act 2005, in respect of contractor's personnel/agency, the same shall be directly borne by the contractor including all expenses/fines.

DRAFT

Section V: Annexures

Annexure – 1: Covering Letter (To be submitted on the Bidder letterhead)

<<Insert Date >>

RFP Reference No:

To,
Member Secretary
Gujarat Building & other Construction Workers Welfare Board (GBOCWWB)
Shram Bhavan, Rustam Cama Marg, Khanpur, Ahmedabad-380001 Gujarat, India

Dear Madam/Sir,

Subject: Submission of Bid in response to <<RFP Title>>.

- i. Having examined the bid, we, the undersigned, hereby submit our proposal in full conformity with the said bid document;
- ii. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the Bid document modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- iii. If we are entrusted a consultancy assignment, we undertake to provide a Bank Guarantee in the form and amount prescribed.
- iv. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- v. If any negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Bid Document, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- vi. We understand you are not bound to accept any proposal you receive.

Dated this (date/month/year):

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Bidder:

Address:

Annexure – 2: General Information Form (To be submitted on the Bidder letterhead)

Sr. No	Particulars	Details to be furnished	
1.	Details of Bidder		
a)	Name		
b)	Address		
c)	Telephone		Fax
d)	Website		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory (<i>please attach proof</i>)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about responding Bidder		
a)	Status of Bidder (<i>Public Ltd. /Pvt. Ltd etc.</i>)		
b)	No. of years of operation in India		
c)	Details of Registration (<i>Refe.g., ROC Ref #</i>)	Date	
		Ref #	
d)	No. of resources/ staff in India		
e)	Locations and addresses of offices (in Ahmedabad City)		

Annexure – 3: NEFT Mandate Form (On Letterhead of the company)

From: M/s. _____ Date: _____

To

Member Secretary,

Gujarat Building and other Construction Worker's Welfare Board,
Ground floor, Shram Bhavan, Lal Darwaja, Khanpur,
Ahmedabad-380001

Subject: NEFT Mandate Form

Ref: Bid Document No. _____ Dated: __/__/____

For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to us under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	
Branch Telephone / Fax no.	

(Signature of the Bidder)

Name:

Address and seal of the Bidder:

Confirmed by Bank:

Enclosed a copy of Cancelled Cheque

Annexure – 4: Bank Guarantee for Performance Bank Guarantee

Date: _____

To,
Member Secretary
Gujarat Building and other construction workers Welfare Board,
Ground floor, Shram Bhawan, Lal Darwaja, Khanpur,
Ahmedabad. 380001

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

Date: [insert date (as day, month, and year) of Notification of Award] and Contract No. _____

Bank's Branch or Office: *insert complete name of Guarantor +

Beneficiary: Member Secretary,
Gujarat Building and other construction workers Welfare Board,
Ground floor, Shram Bhawan
Lal Darwaja, Khanpur, Ahmedabad

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Bidder] (hereinafter called "the contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for providing the related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Bidder we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Bidder to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of Authorized Representatives]

Annexure – 5: Work Experience Details (On Letterhead of the company)

Date: _____

To,
Member Secretary
Gujarat Building and other construction workers Welfare Board,
Ground floor, Shram Bhawan, Lal Darwaja, Khanpur,
Ahmedabad. 380001

Subject: Work Experience Details

Ref: Bid Document No. _____ Dated: __/__/____

Year	Work Order Date	Work Order No.	Completion Certificate (DD/MM/YYYY)	Details of work	Value of Work Order

Note: Bidder may insert more than one work in one year. Scanned copy of documents mentioned in Eligibility Criteria.

- **Supporting Document:** Work Order and Completion Certificate date along with the type of client is to be written and uploaded in the same sequence on the portal.

- If the work of any work order is on-going, and the completion certificate for the same is not received "WORK IN PROGRESS" is to be mentioned in the "Completion Certificate (DD/MM/YYYY)" Column.

Name of the Bidder:

Address:

Bidder Authorized Person Signature:

Seal of the Bidder:

Annexure – 6: CA Certificate for Bidder’s Fees Earned (On Letterhead of the CA Firm)

Date: _____

To

Member Secretary

Gujarat Building and other construction Workers Welfare Board,
Ground floor, Shram Bhavan, Lal Darwaja,
Khanpur, Ahmedabad - 380001

Subject: CA Certificate for Bidder’s Turnover

Ref: Bid Document No. _____ Dated: __/__/____

Dear Madam/Sir,

We, _____, Chartered Accountants, on the basis of Financial Statements, books of accounts and other documents of _____ (hereinafter referred to as “The Company”), having registered office at _____, as produced before us and to the best of our information and according to information given to us, confirm that the company had the below listed total fees as per PQ Criteria- 4 from operations for the FY 2022-23, FY 2023- 2024 & FY 2024-2025.

Sr. No.	Financial Year	Total Fees Earned (in Rs.) as per PQ criteria 4 (i.e., PQ-4)
1	FY 2022-23	
2	FY 2023-24	
3	FY 2024-25	

The Average Annual Fees from business [(Sum of three financial Year/3] as above of the company for the last three Financial Years is Rs. _____/- (Rupees in words).

For _____

Chartered Accountants

Firm Registration No. _____

Annexure – 7: Self Declaration: Non-Blacklisting (on Rs.300/- Stamp paper)

To

Member Secretary

Gujarat Building and other construction Workers Welfare Board,

Ground floor, Shram Bhavan, Lal Darwaja,

Khanpur, Ahmedabad - 380001

Subject: Self Declaration

Ref: Bid Document No. _____ Dated: __/__/____

Dear Madam/Sir,

We _____ having our registered office at _____ hereby declare that;

- We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
- We have not been, and neither our directors and officers have been convicted of any criminal offence related to their professional conduct or the making of false Statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, and have not been otherwise disqualified pursuant to debarment proceedings;
- We do not have a conflict of interest in the procurement in question as specified in the bidding document. We comply with the code of integrity as specified in the bidding document.
- We have not been blacklisted or debarred by authority or Government/Government Agency/Central government/Public Sector Undertaking or by any department of any State Government in India as on the bid submission date in India.

Yours Sincerely,

Name of the Bidder:

Address:

Bidder Authorized Person Signature:

Seal of the Bidder:

Date:

Place:

Annexure – 8: Commercial Proposal Cover Letter (On Letterhead of the company)

To
Member Secretary
Gujarat Building and other construction Workers Welfare Board,
Ground floor, Shram Bhavan, Lal Darwaja,
Khanpur, Ahmedabad - 380001

Subject: Commercial Proposal Cover Letter

Ref: Bid Document No. _____ Dated: __/__/____

Dear Madam/Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of <<RFP Title>> do hereby propose to provide services as specified in the RFP referred above.

1.PRICE AND VALIDITY

All the prices mentioned in our Bid are in accordance with the terms as specified in the Bid documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bids.

We hereby confirm that our Bid prices exclude all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP formats.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates. Wherever possible for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations, irrespective of whatever has been Stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard

Appointment of Chartered Accountant Firm for Pre-Audit service for the Financial Year 2025-26 of the GBOCWVB
before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive. We confirm that no technical deviations are attached here with this commercial offer.

Thanking you, Yours faithfully,

(Signature of the Authorised Signatory)

Name of the Bidder:

Address:

Bidder Authorized Person Signature:

Seal of the Bidder:

Date:

Place:

Annexure – 9: Commercial Proposal Format & Instructions (To be submitted Online only)

Sr. No.	Particulars	Unit	Agency Service Charges	GST (%)	Agency Service Charges Including GST
A	B	C	D	E	F = D + (D * E)
1	Agency Service Charges	Lumpsum			

Note:

- The Bidder needs to quote **Service Charge** in Price bid in INR only.
- During the payment stage, GBOCWVB reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
- Prices quoted by the bidder shall be valid for entire contract duration.

The technically qualified bidder who quoted the minimum rates shall be considered L1.

The bidders should quote rates for all items as mentioned in the Bid Document / Itineraries **inclusive of GST and all other charges** as per scope of work. Price is to be given keeping in mind the instructions mentioned in bid documents.

Section VI: General Conditions of the Contract

6.1. Application: These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

6.2. Country of Origin: All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e., India. The origin of Services is distinct from the nationality of the Agency.

6.3. Standards: The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

6.4. Use of Contract Documents and Information:

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

6.4.2. The Agency shall not, without GBOCWWB's prior written consent, make use of any document or information except for purposes of performing the Contract.

6.4.3. Any document, other than the Contract itself, shall remain the property of GBOCWWB and shall be returned (in all copies) to GBOCWWB on completion of the Agency's performance under the Contract if so, required by GBOCWWB.

6.4.4. The Agency shall permit GBOCWWB to inspect the Agency's accounts and records relating to the performance of the Agency and to have them audited by auditors appointed by GBOCWWB, if so, required by GBOCWWB.

6.5. Prices:

6.5.1. Prices payable to the Agency as Stated in the Contract shall remain firm and fixed during the performance of the Contract.

6.5.2. The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology Presentation by the Agency before the committee. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected out rightly.

6.6 Contract Amendments: No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

6.7 Assignment: The Agency shall not assign, in whole or in part, its obligations to perform under the Contract, except with GBOCWWB's prior written consent.

6.8 Delays in the supplier / Agency's Performance:

6.8.1 Delivery of the Services shall be made by the Agency in accordance with the time schedule specified by GBOCWWB in the contract document.

6.8.2 A delay by the Agency in the performance of its delivery obligations shall render the Agency liable to the imposition of a penalty, unless an extension of time is agreed upon without the application of the penalty.

6.9 Termination for Default:

6.9.1 GBOCWWB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:

6.9.2 If the Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GBOCWWB; or

6.9.3 If the Agency fails to perform any other obligation(s) under the Contract.

6.9.4 If the Agency, in the judgment of GBOCWWB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

6.9.5 For the purpose of this Clause:

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

6.9.5.2 "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

6.9.5.3 If the Agency fails to conform to the quality requirement laid down/third party inspection/consultants' opinion.

6.9.5.4 If Bidder has violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. Certificate/affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.

6.10 Force Majeure:

6.10.1 Notwithstanding anything contained in the tender, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

6.10.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its

sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

6.10.3 If a force Majeure situation arises, the Agency shall promptly notify GBOCWVB in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GBOCWVB in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

6.11 Payments in case of Force Majeure: During the period of their inability of services as a result of an event of Force Majeure, the SP shall be entitled to continue to be paid under the terms of this contract effective from resumption of services post Force Majeure, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

6.12 Limitation of Liability: In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

6.13 Suspension: GBOCWVB may, by written advance notice of 30 days to Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

6.13.1 Shall specify the nature of failure.

6.13.2 Shall request the Agency for remedy of such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of failure.

6.14 Termination for Insolvency: GBOCWVB may at any time terminate the Contract by giving written notice to the Supplier / Agency, if the Supplier / Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GBOCWVB.

6.15 Termination for Convenience:

6.15.1 GBOCWVB by written notice sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GBOCWVB's convenience, the extent to which

performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.

6.15.2 The services / software that is complete and ready for rendering / deployment within 30 days after the Agency's receipt of notice of termination shall be accepted by GBOCWWB at the Contract terms and prices. For the remaining services, GBOCWWB may elect:

6.15.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or

6.15.2.2 To cancel the remainder and pay to the Agency an agreed amount for partially completed services / software and for services / software previously procured by the Agency.

6.16 Supplier / Agency Integrity: The Agency is responsible for and obliged to conduct all contracted activities in accordance with the Contract using State-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

6.17 Supplier / Agency's Obligations:

6.17.1 The Agency is obliged to work closely with GBOCWWB's staff, act within its own authority and abide by directives issued by GBOCWWB.

6.17.2 The Agency will abide by the job safety measures prevalent in India and will free GBOCWWB from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence.

6.17.3 The Agency will pay all indemnities arising from such incidents and will not hold GBOCWWB responsible or obligated.

6.17.4 The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.

6.17.5 The Agency will treat as confidential all data and information about GBOCWWB, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of GBOCWWB.

6.17.6 The agency shall be solely and exclusively liable for employing persons in execution of the contract given under this Tender. GBOCWWB shall have no liability whatsoever concerning the agency's employees in any respect.

6.17.7 If GBOCWWB finds that any of their person/persons employed by the agency is/ are undesirable, immediate steps shall have to be taken by the agency to withdraw such person/persons and to replace with other person/persons as acceptable to GBOCWWB.

6.17.8 The agency shall ensure that all the provisions of labour laws are complied with, and the company shall not be liable for any breach thereof. The agency shall have to bear all costs and consequences of breach of any labour laws and other applicable legislation and also indemnify the respective Office in case of any breach of liability

while discharging its responsibilities. On demand, the agency shall give the copies of various registers maintained by them under various Labour Laws.

6.18 Unconditional Bid: Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

6.19 No Variable Cost in Financial Bid: Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of GBOCWVB.

6.20 Resolution of Disputes:

6.20.1 Amicable Settlement: If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract. Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the Schedule of Requirement, the clauses of payments etc. In such a situation, disputes arising between parties are out of contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then clause 7.28.2 shall become applicable. Amicable settlement clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees.

6.20.2 Arbitration: In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in India at Ahmedabad and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall State the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees.

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

- 6.22 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.
- 6.23 Taxes and Duties:** Agency shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to GBOCWVB. However, Goods and Service Tax in respect of the transaction between GBOCWVB and the Agency shall be payable extra on actuals.
- 6.24 Binding Clause:** All decisions taken by GBOCWVB regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.
- 6.25 Legal Jurisdiction:** All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Ahmedabad of Gujarat only.
- 6.26 Notice:** Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.
- 6.27 Conflict of Interest:** The Agency shall disclose to GBOCWVB in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Agency or its Team) in the course of performing the Services as soon as it becomes aware of such a conflict. Agency shall hold GBOCWVB's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
- 6.28 Data Ownership:** All the data created as the part of the project shall be owned by GBOCWVB. The Agency shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Agency only to the personnel working on the projects and their names & contact details shall be shared with GBOCWVB in advance. GBOCWVB / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Agency to data / system security.
- 6.29 Exit Management:**
- 6.29.1 Exit Management Purpose:** This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause. The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Agency. The exit management period ends on the date agreed upon by GBOCWVB or Three months after the beginning of the exit management period, whichever is earlier.

- 6.29.2 Confidential Information, Security and Data:** Agency will promptly on the commencement of the exit management period, supply to GBOCWVB or its nominated agencies the following:
- 6.29.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project.
- 6.29.2.2 Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Agency in a readily available format.
- 6.29.2.3 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable GBOCWVB and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to GBOCWVB or its nominated agencies, or its Replacing Vendor (as the case may be).
- 6.29.3 Rights of Access to Information:** At any time during the exit management period, the Agency will be obliged to provide an access of information to GBOCWVB and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to this Project.
- 6.29.4 Exit Management Plan:** Agency shall provide GBOCWVB with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.
- 6.29.4.1 A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- 6.29.4.2 Plans for the communication with such of the Agency, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- 6.29.4.3 Plans for provision of contingent support to the Web Portal Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- 6.29.4.3.1 Exit Management Plan shall be presented by the Agency to and approved by GBOCWVB or its nominated agencies.
- 6.29.4.3.2 The terms of payment as Stated in the Terms of Payment Schedule include the costs of the Agency complying with its obligations under this Schedule.
- 6.29.4.3.3 During the exit management period, the Agency shall use its best efforts to deliver the services.
- 6.29.4.3.4 Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

6.30 Confidentiality:

- 6.30.1 "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.
- 6.30.2 Except with the prior written permission of GBOCWWB, the Agency and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.
- 6.30.3 The Agency recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the Agency. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. Agency needs to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in GBOCWWB & its nominees receiving a right to seek injunctive relief & damages, from the Agency.
- 6.30.4 The restrictions of this Article shall not apply to confidential Information that:
- 6.30.4.1 is or becomes generally available to the public through no breach of this Article by the Recipient; & was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
- 6.30.4.2 is developed by the Recipient independently of any of discloser's Confidential Information; &
- 6.30.4.3 is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
- 6.30.4.4 is identified in writing by the Discloser as no longer proprietary or confidential; or
- 6.30.4.5 is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- 6.30.5 To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
- 6.30.5.1 its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; & its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant

Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

6.30.6 The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

6.31 Compliance with Labour regulations: The Agency shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on GBOCWVB project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Agency. Upon request, this record shall be produced to the appropriate authority in State Government and/or Judicial Body. If complaints are received by Government of Gujarat (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Agency.

6.32 Any liability arising out of any litigation (including those in courts) due to any act of contractor's personnel or information sought under RTI Act 2005, in respect of contractor's personnel/agency, the same shall be directly borne by the contractor including all expenses/fines.

6.33 In the event that the agency engages any sub-contractor, the agency shall retain sole responsibility for ensuring compliance with all applicable laws, regulations, and contractual obligations. The agency shall remain fully liable for fulfilling all terms and conditions of the agreement, and such engagement of a sub-contractor shall not relieve the contractor of any of its responsibilities or liabilities under the contract.

6.34 The GOG does not recognize any employee/employer relationship with any of the employees of the contractor and shall not be under any obligation for providing employment to any of the worker of the contractor. A binding to this effect from all employees shall be submitted by the contractor.

6.35 In case any complaint is received attributable to misconduct/ misbehavior of contractor's staff, GOG may direct the contractor; to have any person removed who is considered to be undesirable or otherwise.

----- *End of document* -----

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List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
- **Communication Equipment for Defense:**
 - Radio Sets:**
 - HF/VHF/FM Manpack Radio
 - Vehicle Radio Set
 - Tactical Communication Systems:**
 - Software Defined Radio (SDR) Systems
 - VHF/UHF Tactical Communication Systems
 - Handheld Satellite Phones (e.g., Iridium)
 - Combat Net Radio (CNR) Systems
 - Satellite Communication Systems:**
 - Very Small Aperture Terminal (VSAT) Systems
 - Satellite Phones
 - Mobile Satellite Communication Systems
 - Command and Control Systems:**
 - Battlefield Management Systems (BMS)
 - Tactical Data Links
 - Encryption Devices (e.g., VINBAX)
 - Surveillance and Reconnaissance Communication:
 - Unmanned Aerial Vehicle (UAV) Communication Systems
 - Ground Control Stations (GCS) for UAVs
 - Remote Video Terminals (RVTs)
 - Electronic Warfare (EW) Communication:**
 - EW Communication Jamming Systems
 - Communication Intelligence (COMINT) Systems
 - Network Infrastructure:**
 - Field Deployable Communication Nodes
 - Tactical Communication Switches
 - Mobile Communication Shelters
 - Navigation and Positioning Systems:**
 - GPS Receivers
 - Navigation Systems for Vehicles and Personnel
 - Specialized Communication Equipment:**
 - Underwater Communication Systems
 - Special Forces Communication Gear
 - Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- **Engineering and Mining Equipment for Bomb Disposal Units:**
- Modular protection vehicles
- High Altitude Clothing including Snow Boots