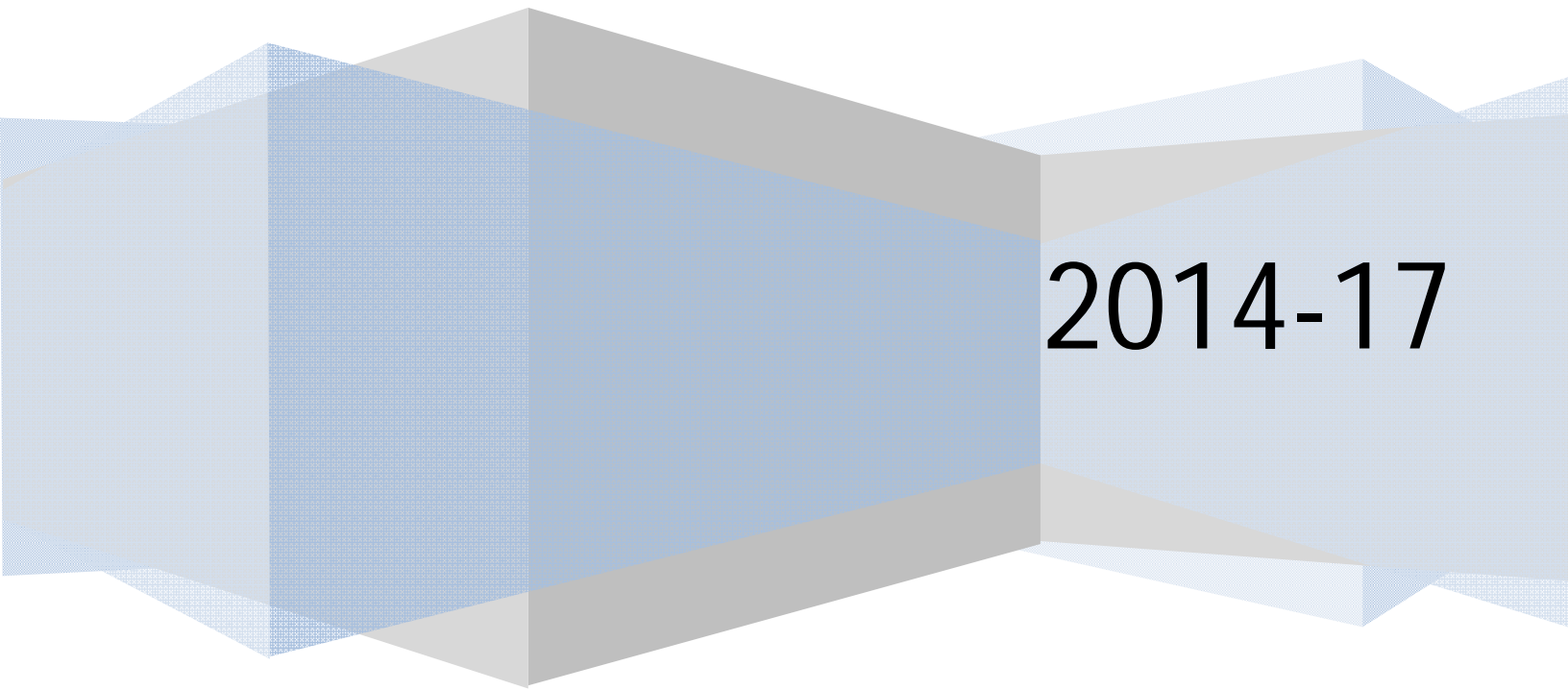


Central Board of Secondary Education

[Annual Maintenance Contract]

[Mechanised Housekeeping Services]

Estate Section



2014-17

Central Board of Secondary Education
REGIONAL OFFICE, DELHI
PS 1-2, INSTITUTIONAL AREA, PATPARGANJ, DELHI-110092

BID DOCUMENT

**FOR HIRING OF MECHANISED HOUSEKEEPING SERVICES FOR
THE OFFICE OF THE CENTRAL BOARD OF SECONDARY
EDUCATION, REGIONAL OFFICE, DELHI, PS, 1-2,
INSTITUTIONAL AREA, IP EXTENSION, PATPARGANJ, DELHI-
110092**

Central Board of Secondary Education

REGIONAL OFFICE, DELHI

PS 1-2, INSTITUTIONAL AREA, PATPARGANJ, DELHI-110092

TENDER DOCUMENT FOR *Central Board of Secondary Education, Regional Office, Delhi* **PS 1-2, INSTITUTIONAL AREA, PATPARGANJ, DELHI-110092**

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BRIEF INFORMATION ON BID DOCUMENT

Tender No.	1 (One)
Duration of Contract	Three years from the date of agreement, which is extendable for one term subject to satisfactory services
Last Date and time of submission	Up to 2.00 pm on 14.03.2014
Date of opening Technical Bid	At 3.00 pm on 14.03.2014
Tentative date & time for opening of Financial Bid of eligible Tenderers	Date will be intimated by registered post
Tentative Cost of Tender	Rs. 34.20 Lakh per year
EMD	Rs. 1,00,000/- payable through DD/BD in f/o the Secretary CBSE, NEW DELHI
Cost of Tender Document	Rs.1000/- (Rupees one thousand only) Non refundable
Validity of Bid	60 days
Address and Venue of submission of bids	<i>Tender-Box, Ground floor at Reception counter, Central Board of Secondary Education, Regional Office, Delhi, PS 1-2, Institutional Area, Patparganj, Delhi 110092</i>

SECTION-1
(Notice Inviting Tender)

"TENDER NOTICE"

Director, ROD invites sealed tenders from the eligible and sound agencies for the Mechanise Housekeeping Services for the Central Board of Secondary Education, Regional office, Delhi. The estimated cost of the tender is Rs. 34.20 lakh per year. The tender documents can be downloaded from Board's website www.cbse.nic.in.

EMD amounting Rs. 1,00,000/- & cost of tender form Rs. 1000/- (Non-refundable) payable through DD/BD in f/o the Secretary, CBSE and all requisite documents be annexed with the Tech-Bid.

The tender documents may also be downloaded from this office website www.cbse.nic.in Those bidders who wish to download the tender documents from the website should enclose the Tender cost of Rs. 1000/- payable through DD/BD in f/o the Secretary through Bank Draft/Pay Order along with the Bidding Documents and EMD.

The Technical Bids shall be opened in the "Central Board of Secondary Education REGIONAL OFFICE, DELHI, PS 1-2, INSTITUTIONAL AREA, PATPARGANJ, DELHI-110092 on **14.03.2014** in the presence of such bidders who may wish to be present. The financial bids of only those bidders who's Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Central Board of Secondary Education "REGIONAL OFFICE, DELHI, PS, 1-2, INSTITUTIONAL AREA, PATPARGANJ, DELHI 110092, shall be final and binding.

DIRECTOR
(Regional Office, Delhi)

SECTION-2

BID SUBMISSION FORM

BID SUBMISSION FORM

Date:

LETTER OF BID

To

Assistant Engineer (Estate)
Central Board of Secondary Education
Regional Office, Delhi
Patparganj, Delhi-110092

Ref: Invitation for Bid No.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing MECHANISED HOUSEKEEPING SERVICES ALONGWITH HOUSEKEEPING MANPOWER, MACHINERIES, CLEANING MATERIAL, and CONSUMABLES AND CHEMICALS for the Central Board of Secondary Education Regional office, Delhi at Patparganj, Delhi.
3. Our bid shall be valid for a period of 60 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION-3

BIDDER'S PROFILE

General:

- 1. Name of the company.....
- 2. Name of the authorized person submitting the Bid "Shri/Smt.....
- 3. Designation of the authorized person submitting the Bid.....
- 4. Name, Designation, address and Mobile Number of alternate person.....
.....
- 5. Address of the company.....
- 6. Tel no. with STD code (O)...(Fax).....(R).....
- 7. Mobile No. of the person submitting the Bid.....
- 8. E-mail of the person submitting the Bid.....
- 9. Organization's email ID.....
- 10. Website Address.....
- 11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other - Please specify.....
- 12. Name of Director(s).....
- 13. Email ID of Director (s).....
- 14. Mobile Number of Director (s).....
- 15. Bidder's bank, its address and current account number
- 16. Permanent Income Tax number, Income Tax circle
- (Please attach copies of income tax return for last three years)**
- 17. Service Tax Number.....
- (Please attach copies of Service Tax Registration Number)**
- 18. TIN Number.....
- 19. EPF Registration Number.....
- 20. ESIC Registration Number.....
- 21. Particulars of EMD
 - i) Demand Draft / Bank Guarantee No.....
 - ii) Date.....
 - iii) Name of Bank.....
 - iv) Address of Bank.....
 - v) Validity of BG/DD.....

22. Particulars of Tender Fee

- i) Demand Draft No.
- ii) Date.
- iii) Name of Bank.
- iv) Address of Bank.
- v) Validity of DD.

23. Description of similar work of housekeeping services executed during the last five years (Please furnish copies of completion certificate from the Government Department / Organization) - As per Clause 2(d) Section 5.

As per Clause 2(d): Section 5	Description of Work /order executed	Actual Value of work / order executed	Name of Government Department/ Organization	Start Date	Finish Date	Document evidence at page No.
40% Value						
50% Value						
80% Value						

UNDERTAKING

1. I/We the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me/undersigned are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the CBSE to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I/We hereby undertake to provide the mechanized housekeeping services as per the directions given in the tender document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder

Seal of the Bidder

SECTION-4

CERTIFICATE OF NEAR RELATIVES

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____,
R/O _____ hereby certify that none of my relative(s) as
defined in Section 12 of tender document is/are employed in CBSE REGIONAL OFFICE, DELHI
as per details given in tender document. In case at any stage, it is found that the information given
by me is false/ incorrect, CBSE office shall have the absolute right to take any action
including termination of the Contract as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder

Name (caps) _____

Position _____

Date _____

SECTION-5

INSTRUCTIONS TO THE BIDDERS

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1. For the Bidding / Tender Document Purposes, 'Office of the Central Board of Secondary Education, Regional office, Delhi shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 1.1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 1.1.2 The sealed bidding documents should be dropped in the tender box placed near reception counter at Patparganj, Delhi-110092. by the stipulated date and time. Tender Documents may be downloaded from Board's website i.e. www.cbse.nic.in.

Tender Cost of Rs.1000/- (Rupees one thousand only) Non-refundable through Bank Draft/Pay Order in favour of Secretary, CBSE and payable at Delhi.
- 1.2 The tender documents may also be downloaded from this office website www.cbse.nic.in
- 1.3 Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1000/- through Bank Draft/Pay Order along with the Bidding Documents and EMD
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**
- 1.8 **The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies Act, 1956. Bidding in the form of Proprietorship/ Partnership Firm / JV Consortium is not permitted.**
- 1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the CBSE is called Client.

- 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Central Board of Secondary Education. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.11 The requirements of housekeeping manpower is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. **MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax, Service Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- c. **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.
- d. **Experience:** The Bidder should have experience in the similar field of providing Mechanized housekeeping services in the Government Departments / Public Sector (Central or State) for the last five consecutive years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client. The bidder has to submit the relevant work experience certificates to the tune of 03 works of each 40% of estimated value, 02 works of each of 50% of the estimated value and 01 work of 80% value of the estimated value in last 5 years.

2.1 **Documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN Registration, Service Tax Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates for completed work issued by the Government Departments / PSUs shall be acceptable.

- (v) Attested copy of the audited balance sheets along with audit report for the completed three financial year i.e. For 2011-12, 2012-13 and 2013-14. (However, in support of 2013-14, an attested and signed copy of provisional balance sheet shall be acceptable).
- (vi) Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

3. **EARNEST MONEY DEPOSIT:**

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs. 1,00,000** in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of Secretary, CBSE and payable at Delhi on any working day between 3.00 pm to 5.00 pm.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 **The bid security may be forfeited:**
 - (i) If the bidder withdraws its bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

4. **VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of **60 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

5.1 Language: Bids and all accompanying documents shall be in English or in Hindi

5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a. Bid Submission Form duly signed and printed on Company's **letterhead** (Section-2).
- b. Bidder's profile with undertaking
- b. Signed and Stamped on each page of the tender document.
- c. All Forms, duly filled and signed and stamped
- e. Earnest Money Deposit of Rs.1,00,000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for **Tender for Housekeeping in CBSE Regional Office.** with the Name and address of the Bidder.

5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 9). Then the financial bid should be kept in a separate sealed envelope, superscribed "**Financial Bid for Tender for Housekeeping in CBSE Regional Office.** with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed. The Bid shall be submitted not later than **2:30 p.m. of 14-03-2014** addressed to Assistant Engineer (Estate) Central Board of Secondary Education, Regional office, Delhi -110092.

6.2 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.3 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the Board reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.4 **Late Bids : Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.**

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Committee Room of the office of the Central Board of Secondary Education, Regional office, Delhi by the Committee authorized by the competent authority of the Central Board of Secondary Education, Regional office, Delhi in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the technical Bids and financial bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

9.1 The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.

9.2 The tendering evaluation shall be done on weightage with 60% to Technical Evaluation and 40% to financial evaluation.

9.2.1 The technical bid evaluation shall be done based on the following criteria:

9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i) Number of years in Operations	Max 25 Marks
(a) 3 to 5 years	10 Marks
(b) More than 5 years and upto 10 years	15 Marks
(c) More than 10 years and upto 15 years	20 Marks
(d) More than 15 years	25 Marks
(ii) Turnover (Last Financial Year)	Max. 25 Marks
(a) Upto 1 crores	00 Marks
(b) More than 1 crores and upto 5 crores	10 Marks
(c) More than 5 crores and upto 10 crores	15 Marks
(d) More than 10 crores and upto	20 Marks
(iii) Number of Manpower on roll	Max. 25 Marks
(a) Upto 100	00 Marks
(b) More than 100 and upto 300	10 Marks
(c) More than 300 and upto 500	15Marks
(d) More than 500 and upto 1000	20 Marks
(e) More than 1000	25 Marks
(iv) Quality Related Marks	Max. 25 Marks
(a) ISO (Less than 5 years)	05 Marks
(b) ISO (5-10 years)	10 Marks
(c) SA 8000	05 Marks
(d) OHSAS 18001	05 Marks

9.2.3 **A Bidder should secure mandatorily a minimum of 60% marks** (i.e. 60 marks out of total 100 marks as per para 9.2.2) in Technical Evaluation in order to be a qualified bidder **for being eligible for Technical weightage and subsequently for opening of financial bids.**

9.2.4 The total marks obtained by a Bidder in the technical bid (as per 9.2.2) shall be allocated 60% of technical weightage and the financial bids shall be allocated 40% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 9.2.2, his technical **evaluation value shall be:48** i.e. {80 x 60%}*

9.2.5 The Bidder shall be required to produce attested copies of the relevant documents in support of 9.2.2 in addition to the documentary evidences of para 2.1 for being considered during technical evaluation.

9.3 A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of para 9**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the **financial Bid opening**.

10. FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.

11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 40% of weightage.

11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 40 marks (i.e. 40% x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 88 i.e. (48 Technical Value + 40 Financial Value)

11.3 The financial scores of the other bidders (i.e. L-2, L-3...ad so on) shall be computed as under and as explained at Illustration 3 below:

$$40 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L3..)}$$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 40% being the weighted value, the financial scores for L-2 shall be computed as under

$$40 \times 100 (\text{lowest prices-L1}) / 125 (\text{quoted prices - L2}) = 32 (\text{financial score})$$

Therefore L-2 Bidder shall have total value of 80 (48 Technical Value + 32 Financial Value)

11.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

11.5 The Bidder meeting the minimum eligibility criteria and with the **highest marks/rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.

11.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

(i)	Number of years in Operations (Referred pageBy bidder no. of Document)	Max 25 Marks	Score obtained
(a)	5 years	10 Marks	
(b)	More than 5 years and upto 10 years	15 Marks	
(c)	More than 10 years and upto 15 years	20 Marks	
(d)	More than 15 years	25 Marks	

(ii) Turnover (Last Financial Year) Max. 25 Marks

- (a) Upto 1 crores 00 Marks
- (b) More than 1 crores and upto 5 crores 10 Marks
- (c) More than 5 crores and upto 10 crores 15 Marks
- (d) More than 10 crores 20 Marks

(iii) Number of Manpower on roll Max. 25 Marks

- (a) Upto 100 00 Marks
- (b) More than 100 and upto 300 10 Marks
- (c) More than 300 and upto 500 15Marks
- (d) More than 500 and upto 1000 20 Marks
- (e) More than 1000 25 Marks

(iv) Quality Related Marks Max. 25 Marks

- (a) ISO (Less than 5 years) 05 Marks
- (b) ISO (5-10 years) 10 Marks
- (c) SA 8000 05 Marks
- (d) OHSAS 18001 05 Marks
- (e) Environmental Management System 05 Marks

11.7 Bidders are required to fill the Performa on the basis of parameters mentioned in 9.2.2 and score themselves accordingly. Also, please attached required document proof for the same.

12. RIGHT OF ACCEPTANCE:

12.1 The Chairman Central Board of Secondary Education reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Chairman, Central Board of Secondary Education, Regional office, Delhi -110092 in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

12.3 The competent authority of the office of the Central Board of Secondary Education reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Central Board of Secondary Education reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

12.5 The office of Central Board of Secondary Education may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

13. **NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’**

13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

14. **RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

14.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

14.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within seven (07) days, on award of contract to the Successful bidder.

14.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

SECTION-6

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
"Contractor"	The word “Contractor” and the “Successful Bidder’ has been used interchangeably.
Client	The work "Client" shall mean the Office of the CBSE
Party	The word “party” means the Successful Bidder to whom the work of providing Housekeeping services has been awarded and the Client.
Mechanized Housekeeping Services	Shall mean Housekeeping services along with Machineries, Cleaning Materials (Consumables) and Chemicals.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing housekeeping services in its premises
Notice to Proceed	Shall mean the date at which the housekeeping services are to commence in Client’s premises
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business /assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing mechanized Housekeeping services in Client’ premises have been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of Secretary, CBSE and payable at Delhi. The Performance Bank Guarantee shall remain in force throughout the period of the Contract.
- 2.1.1 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Central Board of Secondary Education in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Central Board of Secondary Education sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Central Board of Secondary Education shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide mechanized housekeeping services in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

- 4.2 Client shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing mechanized housekeeping services, along with Housekeeping staff, cleaning material, consumables, chemicals and machineries in Client's premises as per the details given in the tender document, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 5.3 The Contractor shall provide mechanized housekeeping services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Bank Guarantee in accordance with **Clause 2 (Section-6)**.
- 6.2 The Contractor shall commence mechanized housekeeping services in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in **Clause 3 (Section6)**

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide mechanized housekeeping services along with machineries, Cleaning materials and chemicals at Client's premises as per Schedule of Housekeeping Services (Section 8) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide mechanized housekeeping services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

- 7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.
- 7.4 The Contractor shall produce to the client the details of payments of benefits like bonus, leave, relief, ESI, employer's contribution towards EPF etc. from time to time to its personnel.
- 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Mechanized Housekeeping Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.16 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

7.17 Contractor's Personnel

- 7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.17.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the mechanized housekeeping services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - 8.2.2 Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of housekeeping Services to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) where the mechanized housekeeping Services are to be provided to enable Contractor's employees to carry out the Services.

- 9.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 9.3 To enable the Contractor to provide the mechanized housekeeping services, the Client shall ensure that their staff is available to provide such assistance
- 9.4 The Client shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be for a period of three year from the date of signing of Contract Agreement, In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of three year is further extendable for one term subject to satisfactory services at the sole discretion of the office of the Client.

11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the mechanized housekeeping services.
- 11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavours to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The cost of the Contract shall be valid for the period of the contract i.e. initially for a period of three years. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.**
- 11.5 After expiry of the initial period of the Contract of three years and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the *Price Schedule*.

- 11.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 12.1. “Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
 - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
 - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 The date of commencement of the event of Force Majeure;
- 12.3 The nature and extent of the event of Force Majeure;
- 12.4 The estimated Force Majeure Period,
- 12.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
- 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
- 13.2.2 The Contractor does not provide mechanized housekeeping services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 13.2.3 The Contractor goes bankrupt and becomes insolvent.

14. **DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

15. **INSOLVENCY**

- 15.1 The competent authority of the office of the Central Board of Secondary Education may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
 - ii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

16. CURRENCIES OF BID AND PAYMENTS

16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

17.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

SECTION-7

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as set forth in Section 5 and General Conditions of the Contract (GCC) as set forth in Section 6.

2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. LABOUR LAW COMPLIANCES

The Contractor shall at his own cost comply with the provision of labour laws, rules order and notification whether central or state or local as applicable, to him or to this contract from time to time etc present or future

3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

- (a) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- (b) It is mandatory that the employees must be paid through bank/cheques only.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of performance of contract.

- 3.5 The Contractor shall submit periodical returns as may be specified from time to time.
3.6 The Contractor shall not engage/employ persons below the age of 18 years.

4. OFFICIAL RECORDS :

- 4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC/ EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
- (a) List of employees with their date of engagement
 - (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
 - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
 - (d) Declaration of the Contractor regarding compliance of EPF / ESIC / Bonus and other laws as applicable from time to time.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

SECTION-8

SCHEDULE OF HOUSEKEEPING SERVICES

In this Schedule of Requirements, the details of mechanized housekeeping services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

1. SCOPE OF WORK

- 1.1 The scope of Work and the Schedule of services shall include all works but not limited to cleaning (building), sweeping, mopping of floors, vacuuming of carpets, dusting of furniture and equipments.
- 1.2 The Contractor shall deploy all housekeeping staff at the Client office in the manner and as per the instructions of the Client.
- 1.3 The Contractor has to provide workforce in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of Client.
- 1.4 The Contractor shall ensure that all housekeeping staff are fully conversant with the premises and with the client's business activities and its related housekeeping requirements.
- 1.5 The Contractor shall submit their own schedule of activities for approval of the Client for improvement of housekeeping services.
- 1.6 The building and its surrounding areas shall always be kept in well hygienically clean and disinfected conditions.
- 1.7 All the general and special machineries, as specified in the tender document shall be used for cleaning the premises as required and shall be arranged by the Contractor.
- 1.8 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 1.9 The Contractor shall cover its personnel under insurance for personal accident and/ or death whilst performing the duty.
- 1.10 The Contractor shall exercise adequate supervision to ensure proper performance of mechanized housekeeping services in accordance with the requirements.
- 1.11 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.12 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.13 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
- 1.14 The Contractor shall ensure that only those machineries are provided for executing mechanized housekeeping services in Client's premises that are technically brand-wise specified and defined in the tender document. The Contractor shall also ensure that the supplied machineries are brand new and are not used before. Sufficient documentary evidences in support viz. Detailed Purchase Invoices in respect of each of the machinery is produced to the Client. Failure to comply the instructions will result in termination of the Contract and decision of the competent authority of the Client shall be final and binding.

It shall be the sole responsibility of the Contractor to maintain the housekeeping services of cleaning and maintenance of the Client's office building at Patparganj, Delhi. New

- Delhi with machineries and housekeeping staff in the most hygienic, clean and standard way and in the manner as desired by the Client.
- 1.15 The Contractor shall also ensure that all Building areas viz. Outer, Toilets, Floors, Basement, Main Entrances, Rooms, Halls etc. are neat and clean every time and shall be maintained in the neat and tidy position every time.
- 1.16 In case it is found that the housekeeping services are not rendered satisfactorily, it shall invoke the penalties clauses as defined in the tender document and the Client shall have the right to terminate the Contract besides forfeiting the performance bank guarantee submitted by the Contractor.
- 1.17 The Contractor shall also ensure that all the monthly requirements of Chemicals and Cleaning Materials (Consumables), as defined in the tender document, are provided on 1st of each month and as per the requirements to the Client's office in totality. In case it is found that any chemical or cleaning material of the inferior quality or sub standard quality, or the brand other than those specified in the tender document, is supplied ; or if the branded items as per the tender document are NOT supplied in the proportion to the requirements for executing the housekeeping services for the standards of the Client, the Client shall be at liberty to treat the action of the Contractor as breach of Contract and shall terminate the Contract besides imposing penalties under the provisions of the Contract / Tender Document and forfeiting the Performance Bank Guarantee.
- 1.18 The Contractor shall ensure that
- 1.18.1 All toilets are provided with all consumables / items every time.
- 1.18.2 The stock of all the Cleaning materials / consumable / chemicals is maintained in Client's premises.
- 1.18.3 The stock details i.e. Receipt and Issue of the cleaning materials / consumables are maintained by the Contractor's Supervisors / Facility Manager and are verified by the Controlling officer of the Client on a day to day basis.
- 1.18.4 The Cleaning Material/ Consumable/ Chemicals are supplied to meet the full requirements of the office.
- 1.19 Contractor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 1.20 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 1.21 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 1.22 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 1.23 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

- 1.24 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 1.25 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 1.26 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 1.27 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

2. **DEPLOYMENT AND TENTATIVE REQUIREMENTS OF HOUSEKEEPING STAFF**

- 2.1 The Contractor shall deploy the required number of housekeeping staff for satisfactory mechanized housekeeping services, sweeping, cleaning, mopping of floors, cleaning of washrooms, vacuuming of carpets, dusting, dusting of furniture etc.. of the Client.
- 2.2 The Contractor is required to quote prices for each of the category viz. Skilled (Facility Manager), Semi-Skilled (Supervisor), Unskilled (Housekeeping Staff), cleaning material, chemicals and machineries in the Price Schedule (Section 9)
- 2.3 The Contractor shall ensure that except that of the Service Margin (as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client in the Price Schedule are passed on to the deployed housekeeping staff as their monthly wages by the Contractor.
- 2.4 The tentative requirements of housekeeping staff in each of the category shall be as under:

Category of Manpower	Tentative Requirement	Criteria for appointment
Supervisors (Semi Skilled)	01	Minimum Graduate with 3 years of experience in similar field
Housekeeping Staff (Unskilled)	18	V/VIII Standard passed
Facility Manager	01	Minimum Graduate with 8 years of experience in similar field.

- 2.5 The estimated value of Contract is likely to be approx. Rs. 34,20,000/- for a period of one year.
However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the office of the CBSE.
- 2.6 Waste Disposal Management: The Contractor shall ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The Contractor shall also ensure segregation of bio degradable and non bio degradable garbage.
- Finally, the Contractor will arrange for disposal of garbage at such a place as may be permissible by MCD every week.
- 2.7 The deployment of Housekeeping Staff shall be done by the Supervisors on the Client's instructions.
The Supervisors shall ensure that execution of mechanized housekeeping services is rendered in accordance with the instructions and terms and conditions of the tender document / contract document.

- 2.7.1 The Supervisors shall forthwith report about execution of the mechanized housekeeping services and contact person with the Client, who shall be solely responsible on behalf of the Contractor to ensure appropriate execution of the housekeeping services in Client's office. Any deviation from execution and performance of the housekeeping services requirements as specified in the tender document, shall invoke penalties besides taking action on termination of the Contract at the discretion of the Client.
- 2.8 The Supervisors shall stock the cleaning materials, consumables and Chemicals as specified in the tender document each month and maintain the stock register of receipt and issue. The stock register shall be got verified by the controlling officers of the Client on a daily basis.
- 2.9 The Contractor shall ensure that all the machineries that are provided to the Client by the Contractor in accordance with the terms and conditions of the tender document are always running conditions. There will be no down time acceptable. However, in cases of machine break-down, it shall be the responsibility of the Contractor to provide immediate replacement of the machinery with the similar technical specifications / brand.
- 2.10 The Contractor shall ensure that trained housekeeping staffs are deployed for operating the machineries for cleaning, vacuuming etc. The Contractor shall also ensure that the annual maintenance of the machinery is appropriately awarded by them to the authorized agencies for maintenance of the machineries in Client's Office. After expiry of the initial period of Contract of three years, if the Contract is renewed for its first term, mutually on the existing terms and conditions, rates etc., the Contractor shall be required to provide brand new machineries with the updated models / brand in force at that time on the consent of the Client.
- 2.11 The Contractor shall ensure that the minimum quantity of cleaning material (consumables) and chemicals as specified in the tender document is supplied on 1st of each month.

3. SUPERVISION

- 3.1 The Contractor shall **depute full time Supervisors in Client's office** who shall ensure that all jobs of housekeeping services are rendered to Client in accordance with the instructions of the Contract / tender document.
- 3.2 The Contractor's supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 3.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.
- 3.4 The Contractor shall ensure that the Supervisors is not below the level of Operation Executive who are well versant with all housekeeping requirements and who should be prompt enough to initiate all required action.

4. PENALTIES

- 4.1 The Contractor shall disburse salary to its deployed housekeeping staff inclusive of DA, if any, latest by 5TH of every month, failing which penalty of Rs.1000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encased. The Client will have the power to appoint any other agency for the housekeeping services at the risk and cost of the Contractor.
- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action

is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.

- 4.3 The Contractor has to maintain adequate number of housekeeping staff as per this contract and also arrange a pool of standby housekeeping staff / supervisor. If the required numbers of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of housekeeping services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorated basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.
- 4.6 The deduction shall also be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the Contractor by the Client in writing
- (i) Not properly carrying out the jobs as defined for 'Daily' **-2% of Monthly Value (each exception)**
 - (ii) Not properly carrying out the jobs as defined for 'Weekly' **-3% of Monthly Value (each exception)**

However, if the exceptions become general practice, action will be initiated as deemed fit.

5. SCHEDULE OF SERVICES

5.1 DAILY SERVICES

- 5.1.1 Housekeeping / cleaning services should be done daily at regular intervals, so that the areas covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.30 A.M. Contractor will arrange manpower for special VIP visits at no extra cost.
- 5.1.1 Proper and effective cleaning, booming and mopping of office floors corridors, staircases pantries including sweeping and swabbing of the premises with water and approved detergent on all the floors, toilets, lounges, common area and entire open space on Ground Floor, basement and approaches to office building with brooms before opening office and only swabbing after lunch.
- 5.1.2 Proper and effective cleaning, disinfecting, deodorizing fitting including removal of garbage's at regular intervals throughout the day.
- 5.1.3 Dusting of all items of furniture (wooden, steel and upholstered) such as tables, chairs, filing cabinets, almirahs, windows and their glasses from inside and outside furniture's, partitions, walls, doors, and telephone instruments, notice boards, flower

- vases, art objects, pictures, paintings, all equipments and machines in the premises, adjusting of all items of furniture in the reception and adjoining area.
- 5.1.4 Brushing of carpets mats etc.
- 5.1.5 Spraying of air fresheners in the reception area conference rooms, Committee/Seminar rooms and providing toilet paper rolls.
- 5.1.6 Providing of liquid soap in toilets and placing of sufficient quantity of naphthalene balls/cakes in the urinals as per requirements. At no time, the liquid soap dispensers shall be kept empty.
- 5.1.7 Cleaning of all lift cars.
- 5.1.8 Depletion of waste paper/refuse from waste paper baskets/buckets and other places. The refuse shall be disposed off at the nearest garbage point of the Municipal Authorities.
- 5.1.9 Vacuum Cleaning of areas wherever computer units are located.
- 5.1.10 Major cleaning will be carried out in the night shift.
- 5.1.11 Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc.).
- 5.1.12 Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.
- 5.1.13 Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collected refuse at designated site on daily basis.
- 5.1.14 Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills.
- 5.1.15 Cleaning and dusting of window panes / Venetian blinds.
- 5.1.16 Spraying Room Fresheners in all rooms on a daily basis at regular intervals.
- 5.1.17 Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
- 5.1.18 Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
- 5.1.19 Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
- 5.1.20 Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.

5.2 WEEKLY SERVICES (TO BE CARRIED OUT ON ALL SATURDAYS, SUNDAYS AND HOLIDAYS)

- 5.2.1 Proper and effective cleaning glass doors, wooden doors and knobs, sign boards/plaques, brass name plates and name boards etc.
- 5.2.2 Washing and scrubbing of floor areas, washrooms, basement, outer, main entrance (all areas) with defined chemicals.
- 5.2.3 Vacuum cleaning of carpets wherever provided.
- 5.2.4 Cleaning of curtain wall glasses from outside (Monthly)
- 5.2.5 Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- 5.2.6 Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.

- 5.2.7 Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- 5.2.8 Cleaning of all windows glasses and grills with detergents / cleaning agents.
- 5.2.9 Washing of outside area with High Pressure Jet Machine.
- 5.2.10 Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- 5.2.11 The contractor shall submit the duty register to the Client as required.

6. MACHINERIES, CLEANING MATERIALS, CONSUMABLES AND CHEMICALS

The Contractor shall provide brand new machineries as per the details specified in Annexure-I, Cleaning Materials (Consumables) and Chemicals as specified in Annexure-II and the Consumables but not limited to such as Buckets, Mugs, Clip mop, lob web brush, control mop, duster, feather duster, hard broom Soft broom floor clinging mops, scrubbing brush, stick broom, WC brush, wipers, upholstery brush, surface cleaner, grease and glass telescopic outside glass cleaners.

7. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- a) Are always smartly turned out and vigilant.
- b) Are punctual and arrive at least 15 minutes before start of their duty time.
- c) Take charge of their duties properly and thoroughly.
- d) Perform their duties with honesty and sincerity.
- e) Read and understand their post and site instructions and follow the same. Extend respect to all Officers and staff of the office of the Client. Shall not drink on duty, or come drunk and report for duty.
- f) Will not gossip or chit chat while on duty. Will never sleep while on duty post.
- g) Will not read newspaper or magazine while on duty.
- h) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor Control and the Client.
- i) When in doubt, approach concerned person immediately.
- j) Get themselves checked by security personnel whenever they go out. Do not entertain visitors.
- k) Shall not smoke in the office premises.

CONFIDENTIALITY

The phone number and movement plans of the client shall not be given to anyone. The following information about the client shall not be given to anyone.
 Car make, color and number of any officer(s)/official(s).
 Telephone no./ any other information.
 Location and movement plans.
 Meetings and conference schedules. Site plan of the premises.
 Travel details of the clients. Assets of the office.

TELEPHONE HANDLING

The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

PATROLLING PROCEDURES

The Supervisor will keep taking round of the building/premises and keep a watch

over the deployed staff and ensure execution of housekeeping services smoothly. Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.

The Supervisor will keep a watch on the activities of the deployed staff. If he finds anything unusual / untoward, a written report must be given to the Engineer-in-charge/Caretaker/ Security Supervisor in the office of the Client.

FRISKING / CHECKING PROCEDURES

All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.

If anything untoward is found, it must be reported to Engineer in-charge

NOTE FOR THE CLIENT

List of authorized signatories to be provided.

Annexure-I to Section 8

Sl. NO	Type of Machine	Eureka Model	Johnson Diversey Model	Number of Machines required
1	Single Disc Scrubber	Mega 50	SD Plus	02
2	Wet & Dry Vacuum	ZW 35 SS	Vacumat 22	02
3	Dry Vacuum Cleaner	Z Power	Vento 15	03
4	High Pressure	KA 3200	Danubio 1211 LP	01
5	Battery Road Sweeper	CS 50 B	Kobra	01

- (i) The Contractor in accordance with the terms and conditions of the tender document and in order to execute the housekeeping services in Client's office shall provide any one of the Brand i.e. Eureka or Johnson Diversey as specified above.
- (ii) The machineries shall be brand new and should not have been used before. Supporting documents in support of brand new viz. Tax Invoice Receipt, as required in the tender document shall be produced by the Contractor at the time of supply of machineries in Client's office.
- (iii) The repair and maintenance shall be the sole responsibility of the Contractor. There will be no down time acceptable. However, in case of break-down of a machine, the Contractor shall provide and replace immediately the faulty machine at his own cost and risk.
- (iv) The Client possesses one machine of Eureka Tripla 85 B Ride On Heavy Duty Scrubber Drier, about 6-7 months old. The repair and maintenance of the machine shall also be the responsibility of the Contractor.
- (v) The prices should be quoted separately for each of the model in Price Bid.

Annexure-II to Section 8

List of Consumables

Sl. No.	Item Name	Quantity Per Month
1.	Napthalene Balls (500 gms)	05 Kg.
2.	Phenyl (5 litre tin)	15 tin
3.	Baygon Liquid (four Ltrs) in 500 gm pack	02 litres
4.	Cleanzo (5 litre tin)	8 Nos.
5.	Room Freshner (Air Wick) 2 in one	15 Nos.
6.	Room Freshner (Sandal)	05 Nos.
7.	Odonil Metropol	24 Nos.
8.	Sanitary Cubes Metropol	24 Nos.
9.	Spray Pump	02Nos.
10.	Wiper (Large)	15Nos.
11.	Wiper (Small)	15Nos
12.	Hand Wash (Life Boy)	05 ltr – 24 cane
13.	Hand Wash (Dettol)	03 dozen
14.	Towel (Small)	30 Nos.
15.	Mug	30 Nos.
16.	Harpic Tripple Action	03 dozen
17.	Floor Mop full size	06 dozen
18.	Surf (Fena)	10 Kg.
19.	Duster Full size	05 dozen
20.	Old Dhoti Cotton	03 dozen
21.	Duster Yellow	12 Nos.
22.	Dustbin Plastic	30Nos.(one time)
23.	Dustbin Plastic with cover	04 Nos.(one time)
24.	Vim Powder (1 kg Packet)	05 kg.
25.	Bucket	24 nos.
26.	Colin (Original)	05Nos.
27.	Lizol (500 ml pack)	15 Nos.
28.	Scroch Brite (Large)	20 Nos.
29.	Teepol	35 liters
30.	Acid	10 liters
31.	Garbage Bags (25 kg)	10Nos.
32.	Toilet Brush	06Nos.
33.	Broom (Bambu)	15 Nos.
34.	Broom (Phool)	15 Nos.
35.	Broom (Plastic)	04 Nos.
36.	Urinal Celebes	18 Pkts
37.	Brasso	08 Nos.
38.	Hit (Red) 260 G	08 Nos.
39.	Hit (Black) 260 G	20 Nos.
40.	Small Pressure Pump	06 pcs
41.	Mister Toll Brush	02 Nos.
42.	Plastic June (Big)	20 Nos.
43.	GLC Foam Can	10 Can

Annexure-II to Section 8 (Contd.)

List of Chemicals

Sl. No.	Item	Brand	Quantity Per Month
1.	Bathroom Cleaner	Eureka-Klar OR Johnson Diversey - R1	20 litres
2.	Hard Surface Cleaner	Eureka - A Marine OR Johnson Diversey - R2	10 litres
3.	Glass Cleaner	Eureka - Plural Plus Johnson Diversey - R3	10 litres
4.	Urinal & Bowl Cleaner	Eureka - WC Rein Johnson Diversey - R6	15 litres
5.	Floor Polosher	Eureka – Cris Johnson Diversey - Terronova	10 litres
6.	Floor Cleaner	Eureka - Clean 6000 Johnson Diversey - Spiral	20 litres

SECTION-9

PRICE SCHEDULE

(Please take print of the Price Bid...Page Nos. 51 to 52 and the filled in price Bid should be sealed in Separate cover as per the Instructions to the Bidders (Section 5)

FOR REGIONAL OFFICE, DELHI

Sl. No.	Category	Quoted Amount per month ** (Rs.)
1.	Hiring charges for <ul style="list-style-type: none"> • Housekeeping Staff (Total) • Supervisors1 • Facility Manager1. <i>(Insert total of Table 'B')</i>	
2.	Machineries Rental <i>(Insert total of Table 'C')</i>	
3.	Cleaning Material Charges (Lumpsum /per month) <i>(as per Annexure-II to Schedule 8)</i>	
4.	Chemical Charges (Lumpsum/ per month) <i>(as per Annexure-II to Schedule 8)</i>	
5.	Pest control	
	Total Bid Price (per month..total of Sl. No.1 to 5)	
	(Rupees....	

**** Note:**

- (i) The bidder should quote the details of quoted prices in Table 'B' and Table 'C' i.e. the Bidder is required to show the price break-up of each of the above quoted category in Table 'B' and Table 'C'.
- (ii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (iii) Prices shall be valid for a period of three years. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agree, if found reasonable by the Client.
- (iv) The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).
- (v) The quoted consolidated monthly amount prices shall be inclusive of all charges including our contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform etc.
- (vi) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to-time and the same shall be charged in addition to the applicable rate.
- (vii) The Contractor shall mandatorily ensure that the cost per head as shown in Table 'B' is paid as monthly wages to their employees who are deployed in Client's premises for different services.
- (viii) Price Break-up of the quoted prices shall be submitted by the Contractor in the following format:

TABLE-'B'**(PRICE BREAK-UP FOR HOUSEKEEPING STAFF, SUPERVISOR AND FACILITY MANAGER)**

Category	Minimum Wages (As per Govt of NCT of Delhi norms) or QUOTED WAGES	ESI	EPF	EDLI	Any other charges	Cost per head/ per month	Number of Persons Required	Total Cost of Housekeeping Staff
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(g x h)
House-keeping Staff								
Supervisor								
Facility Manager								
				Service Charges (%)				
				Total Housekeeping Staff Cost (Rs.)				

TABLE -'C'**(PRICE BREAK-UP FOR MACHINERY RENTAL)****(Refer Annexure-I to Section 8)**

SL.NO	Type of Machine	Recommended Brand and Model (Refer Annexure I to Section 8)	Number of Machines Required	Quoted Rental Charges per unit	Quoted Amount
1	Single Disc Scrubber		01		
2	Wet & Dry Vacuum Cleaner		01		
3	Dry Vacuum Cleaner		01		
4	High Pressure		01		
Total Quoted Amount for Machinery Rentals (Rs.)					

SECTION-10

FORMS

- Section 10.1** **FORM-I- BID SECURITY FORM**
(To be used for EMD in case submitted by Bank Guarantee)
- Section 10.2** **FORM-II- FORM FOR FINANCIAL CAPACITY**
- Section 10.3** **FORM-III- ARTICLES OF AGREEMENT**
- Section 10.4** **FORM-IV- PERFORMANCE BANK GUARANTEE**
- Section 10.5** **FORM-V- LETTER OF AUTHORISATION FOR ATTENDING BID**

FORM-I

BID SECURITY FORM

To

Assistant Engineer (Estate)
Central Board of Secondary Education
Regional Office, Delhi
Patparganj, Delhi -110092

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing mechanised housekeeping services under Tender No **dated** KNOW ALL MEN by these presents that WEof having our registered office at (Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs 1,40,000/ - for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
 - OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
 - OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of
Witness Address of witness
Signed in capacity of

Signature of the Bank Authority Name

Full address of Branch
Tel No. of Branch
Fax No. of Branch

FORM-II

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2011-12	2012-13	2013-14
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

FORM-III

CONTRACT AGREEMENT NO..... DATED

THIS AGREEMENT is made on between Director (Regional office, Delhi) Central Board of Secondary Education (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Central Board of Secondary Education PS, 1-2, IP. Extension, Patparganj, Delhi-110092

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing mechanized housekeeping services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor “**availing mechanized housekeeping services at its office under Tender No. 01 (One)**”
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.
- III. **AND WHEREAS** the Client has selected **M/s.....** as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [RupeesOnly].
- IV. **AND WHEREAS** the Client desires that the mechanized housekeeping services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the mechanized housekeeping

services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing mechanized housekeeping services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. **AND WHEREAS** the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges - Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
office of the Central Board

Signed on Behalf of
of Secondary Education

(Authorised Signatory)

(Authorised Signatory)

FORM-IV

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date :.....

Bank Guarantee No :.....

Amount of Guarantee :.....

Guarantee Period : From to

Guarantee Expiry Date :.....

Last date of Lodgement :

WHEREAS Office of the Central Board of Secondary Education having its office at Preet Vihar, New Delhi-110092 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of mechanized housekeeping services (“**Mechanised Housekeeping Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*]..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand.

The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfill its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....
.....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

FORM-V

(Letter of Authorisation for attending Bid Opening)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on or before time of bid opening (Technical and Financial))

To

Assistant Engineer (Estate)
Central Board of Secondary Education
Regional office, Delhi
Patparganj, Delhi-110092

Subject: Authorization for attending bid opening on _____ (date) in the
Tender of _____ .

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

Order of Preference	Name	Specimen Signatures
----------------------------	-------------	----------------------------

I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

- Note:
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2014, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/Public Company/ Government undertaking/partnership/ Registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while and enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post--contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER,

nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carries. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount Rs. _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- I) Bank Draft or a Pay Order in favour of _____
 - II) A Confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - III) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2** The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4** No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i) To immediately call off the pre contact negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation the BIDDER.
 - iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit & written report to the designated Authority of BUYER/Secretary in the Department/within 8 & 10 weeks from the date of reference or intimation to him buy the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is

unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case,

13. The parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
Deptt./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____ 1. _____

2. _____ 2. _____

Provision of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

SECTION-11

CHECK-LIST

CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed Bidder Profile?	
2.	Have you read and understood various conditions of the Contract and shall abide by them ?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs100000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?	
5.	Have you attached proof of having met the following minimum eligibility criteria ?	
5.1	Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies ?	
5.2	Financial Capacity : Have you attached Audited Balance Sheets, Audit Reports ?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate ?	
5.4	Experience : Have you attached the attested experience certificates issued by the Organisations / Government Deptts of the last five years ?	
5.5	Manpower : Have you attached proof of manpower?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?	
7.	Have your Technical Bid been packed as per the requirements of the Tender ?	
FINANCIAL BID		
8.	Have your financial Bid proposal is duly filled, sealed and signed on all pages ?	
9.	Have you quoted prices against each of the category?	
	Have your financial bid been packed as per Tender?	