

**Office of the Resident Commissioner,
Manipur Bhawan, 2, SP Marg, New Delhi-110021**

Bids are invited from interested parties for “Engagement of Housekeeping & Sanitation Services at Manipur Tikendrajit House, Chanakyapuri, New Delhi on Contractual Basis”.

Bid document can be downloaded from <https://gadmanipur.nic.in> or collected from the office of Resident Commissioner, Manipur Bhawan, 2, SP Marg, New Delhi. Last date of bid submission is 18th March, 2024 by 1:00 PM.

Deputy Resident Commissioner
Manipur Bhawan
New Delhi

TENDER DOCUMENT

Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit
House, Chanakyapuri, New Delhi,
on Contract basis.

TENDER DOCUMENT FOR

Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis.

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BRIEF ON TENDER DOCUMENT

Tender No.	SANI-4/1/2021-MBD-MB DATED 23 rd February, 2024
Tender Document may be requested through email at manipurbhawan@gmail.com	
Duration of Contract	One year from the date of agreement, which is extendable for further two years (on annual extension basis) subject to satisfactory services.
Last Date and time of submission of the Tender	Monday, 18 th March, 2024 and 1:00 P.M
Date and time of opening of Technical Bid (financial bids shall be considered in r/o those firms which will be found eligible as per technical bid)	Monday, 18th March, 2024 and 2:00 P.M
EMD	Rs.1,00,000/- (Rupees One lakh only) in the form of crossed Demand Draft/Bank Guarantee in favour of Resident Commissioner, Manipur Bhawan, New Delhi.
Validity of Bid	120 days
Total Number of pages of Tender Document	52 pages
Address and Venue of submission of Tender / bids	Office of Resident Commissioner, Manipur Bhawan, 2, Sardar Patel Marg, New Delhi – 110021.

SECTION-1

NOTICE INVITING TENDER

NOTICE INVITING TENDER

The Resident Commissioner, Manipur Bhawan, New Delhi, invites bids under two bid system from registered and authorized firms/ agencies for Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis.

The bidding documents (Technical Bid and Financial Bid along with EMD) duly filled in as per instructions in the Tender Document should be submitted on or before Monday, 18th March, 2024 and 1:00 P.M

The EMD of Rs.1,00,000/- in the form of Demand Draft is required to be submitted in a sealed envelope super-scribed with “Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis.” on or before the closing date and time of submission of bids to the Office of the Resident Commissioner, Manipur Bhawan, 2, Sardar Patel Marg, New Delhi-110021.

Tender Documents may be requested through email at manipurbhawan@gmail.com

The Technical Bids shall be opened on the same working day 2:00 P.M. at the office of the Resident Commissioner, Manipur Bhawan, 2 SP Marg, New Delhi by a Committee authorized by the Competent Authority in the presence of such bidders who may wish to be present. The financial bids of only those bidders shall be considered by the Committee whose Technical Bids are accepted by them as per norms specified in this document.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding on all.

SECTION-2
TENDER SUBMISSION FORM

TENDER SUBMISSION FORM

Date:.....

To

The Resident Commissioner,
Manipur Bhawan,
2, Sardar Patel Marg, New Delhi- 110021.

Sub: Submission of Bid in response to TENDER NOTICE, dated 23rd February, 2024 regarding Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis -Regarding.

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations on the Bidding Document.
2. We offer to submit our bid in conformity with the Bidding Document for providing services related to Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document 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 undertake to submit a performance security in accordance with the requirement mentioned in the Bidding Document.
5. We also declare that no Government body has declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or for any failure/lapse of serious nature.
6. We accept all the terms and conditions given in 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 attach a copy of Authorisation letter for signing on behalf of the Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION-3
BIDDER'S PROFILE

BIDDER'S PROFILE

General:

1. Name of the Firm.....
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 persons.....
.....
5. Address of the firm
.....
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. Bidder’s bank, its address and current account number.....
.....
13. Permanent Income Tax number, Income Tax Circle.....
.....
14. (a) Service Tax Number.....

(b) GST No.
15. TIN Number.....
16. EPF Registration Number.....
17. ESIC Registration Number.....

18. Particulars of EMD

- a. Demand Draft / Bank Guarantee No.....
- b. Date.....
- c. Name of Bank.....
- d. Address of Bank.....
- e. Validity of BG/DD.....

Description of similar work of providing services related to Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis executed during the last five years (Please furnish copies of completion certificate from the Government Department / Organization) – As per Clause 2(d) of Section 5.

As per Clause 2(d) of Section 5	Description of Work/order executed	Actual Value of work/order executed	Name of the Government Department/ Organization	Start Date	Finish Date	Documentary evidence at page No.

UNDERTAKING

1. I certify that I have read and completely understood the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me 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 do hereby authorize the Competent Authority to forfeit the Earnest Money/Security deposit in case of breach of conditions of the Contract.
4. I do hereby undertake to provide for the Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis 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 _____ do hereby certify that none of my relative(s) as defined in Clause 14 of Section 6 of the tender document is/are employed in Manipur Bhawan as per details given in tender document. In case, at any stage, it is found that the information given by me is false/incorrect, the competent authority shall have the absolute right to take any action, including termination of the Contract as deemed fit/without any prior intimation to me/ my firm/my company.

Signed _____
(SEAL)

For and on behalf of the Bidder

Name _____

Position _____

Date & place _____

SECTION-5

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding purposes, 'Resident Commissioner, Manipur Bhawan, New Delhi', shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or 'Bidder'.
- 1.2 The Bidders are advised to inspect the site before submitting bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance later.
- 1.3 The tender documents complete in all respect should be submitted at the Office of the Resident Commissioner, Manipur Bhawan, 2, Sardar Patel Marg, New Delhi-110021 by the stipulated date and time as mentioned in the tender document.
- 1.4 The tender documents may be requested through email at manipurbhawan@gmail.com.
- 1.5 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.
- 1.6 Each page of the Tender document must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves with all the terms & conditions contained therein and of its accepted in its entirety. Any bid submitted without signed and stamped documents/annexures is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED/ FROM THIS TENDER DOCUMENT OR ATTACHED TO THIS TENDER DUCUMENT.**
- 1.7 The bidder shall attach the copy of authorization letter / power of Attorney as proof of authorization of person who is authorised to sign on behalf of the Bidder.
- 1.8 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 and which are not expressly complied with, are liable to be rejected.
- 1.9 For all purposes of the contract including arbitration thereunder, 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. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA

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

- 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, 2013 or registered firms/Joint venture/consortium.
- b. **Registration:** The Bidder should be registered with the Income Tax, Service Tax/GST Department and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.

- c. Clearance: The Bidder should also have clearance from Sales/Service Tax Department, GST Department and Income Tax Department. Relevant proof in support shall be submitted.
- d. Experience: The Bidder should have experience in the similar field of Engagement of Housekeeping and Sanitation services on Contract basis in other Government Departments / Public Sector (Central or State). 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.

2.1 Documents to be submitted by the bidders in support of 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/GST/Registration, Labour Registration, EPFO Registration and ESIC Registration.
- (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.
- (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 submitted by the bidder.
- (v) Attested copy of the audited balance sheets along with audit report for the completed three financial years i.e. for 2020-21, 2021-22 and 2022-23.
- (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.

2.2 Failure to abide by the conditions stipulated in clause 2.1 can lead to rejection of the bids.

3. EARNEST MONEY DEPOSIT:

- 3.1 This bid should be accompanied by an Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of the Resident Commissioner, Manipur Bhawan, New Delhi.
- 3.2 The EMD of Rs. 1,00,000/- in the form of Demand Draft is required to be submitted in a sealed envelope super-scribed with "Engagement of Housekeeping and Sanitation services at Manipur Tikendrajit House, Chanakyapuri, New Delhi, on Contract basis." on or before the closing date and time of submission of bids to the Office of the Resident Commissioner, Manipur Bhawan, 2, Sardar Patel Marg, New Delhi-110021.
- 3.3 The Technical Bids shall be opened on the next working day following the last date for bid submission at 3:30 P.M. at the office of the Resident Commissioner, Manipur Bhawan, 2 SP Marg, New Delhi by the Committee authorized by a Competent Authority in the presence of

such bidders who may wish to be present. The financial bids of only those bidders shall be considered by the Committee whose Technical Bids are accepted by them as per norms specified in this document.

- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.
- 3.5 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 EMD or any other security deposit shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 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.
- 3.8 The EMD may be forfeited:
 - (i) If the bidder withdraws his 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 the quoted prices for the services or any part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 120 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 provide for extension regarding validity of bids for additional period of 60 days, without any modifications in the original terms and conditions of the notified Tender and without providing 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 prescribed in the Tender Document along with all required documents in support of the minimum eligibility criteria and valid EMD of requisite amount mentioned in the Tender document.

The list of the documents comprising the bid are as given below:

- a. Tender Submission Form duly signed and printed on Company's letterhead (Section-2).
 - b. Bidder's profile with undertaking.
 - c. Tender document duly Signed and Stamped on each page.
 - d. 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 to in Section-5 (Sub-section 2) of the Tender document.
- 5.3 Financial Bid: Bidder should prepare financial Bid in accordance with the Price Schedule provided for in the Section 9 of the Tender document.
6. SUBMISSION OF BIDS
- 6.1 The Bidder shall submit the bid at the Office of the Resident Commissioner, Manipur Bhawan, 2, Sardar Patel Marg, New Delhi-110021 till 1:00 P.M. on Monday, 18th March, 2024.
7. BID OPENING PROCEDURE
- 7.1 The Technical Bids shall be considered by a Committee authorized by the competent authority in the presence of such bidders who may wish to be present or their duly authorized representatives. Bidder or his representative shall make a short presentation of not more than 10 minutes on the strengths of their organization.
- 7.2 The financial bids of only such bidders, who qualify in the evaluation of Technical Bids, shall be considered by the Committee authorized for the purpose.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 After opening of the Technical Bids and verifying the EMD amount the Bidder or his representative shall make a short presentation of 10 minutes on the strengths of their organization. The technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.6 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 Bids.
- 7.7 Invalid Bids shall be rejected and the decision shall be final and binding on the bidders.
- 7.8 In case the date fixed for opening of bids is declared as holiday by the Government, the bids will be opened on the next working date, with the time and venue remaining the same.
8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted and the presentation made 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 on its bid. Any clarification uncalled for and submitted by a bidder and which is not in response to a request raised by the Client shall not be considered. The Client's request for clarification and the response provided by the bidder, both shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set by the Client, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification/verification from the document/certificate issuing agency in respect of the supporting documents submitted by the bidder as per clause 2.1 of section 5.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 9.1 The tender shall follow two bid systems, where the technical bid and financial bid shall be evaluated separately.
- 9.2 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 (As on 31-03-2023)	Max. 15 Marks
(a) Upto 2 years	05 Marks
(b) More than 2 years and upto 5 years	10 marks
(c) More than 5 Years	15 Marks
(ii) Turn Over (As per FY audited B.S for 2022-23)	Max.15 Marks
(a) Upto 1 Crore	05 Marks
(b) More than 1 Crore and upto 2 Crore	10 marks
(c) More than 2 Crore	15 Marks
(iii) Number of Manpower on roll (based on Proof of EPF of Last quarter)	Max.20 Marks
(a) Upto 75	10 Marks
(b) More than 75 and upto 150	15 marks
(c) More than 150	20 Marks
(iv) Quality related marks (based on Certification)	Max.15 Marks
(a) ISO 9000	05 Marks
(b) SA 8000	05 Marks
(c) OHSAS 18001	05 Marks
(iv) Performance (on similar work only)	Max.15 Marks
(a) satisfactory	03 Marks
(b) Good	07 marks

- (c) Very Good 11 Marks
- (d) Outstanding 15 Marks

(v) Presentation Max 20 Marks

(Similar work Means “The work of providing Housekeeping, Security, Horticulture, Kitchen Staff and other support staff service like Driver, Attendant, DEO etc. to a Government Guest House”)

9.3 A Bidder should mandatorily secure 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 opening of financial bids.

9.4 The technical bid shall only be considered for qualifying for the financial bid and the marks obtained in the technical bid will not be considered while arriving at the L1 bidder. The L1 bidder will be considered only from the financial bid.

9.5 The Financial bid of only those who qualify in the technical bid as per clause 9.3 shall be considered.

9.6 The Bidder shall be required to produce attested copies of the relevant documents in support of 9.2 in addition to the documentary evidences of para 2.1 for being considered during technical evaluation.

9.7 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, which does not meet the minimum requirements as per the tender document, shall be rejected and their financial proposals will be returned unopened. The prescribed set of conditions at the Technical Evaluation stage are:

- (i) The responsiveness of the bid, i.e; receipt 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 document.

9.8 Only such bidders, who qualify in the technical evaluation stage, shall be called for opening of financial bids. The Client shall intimate the bidders, whose Technical bid stands qualified as per the para 9 of this Tender document, the date, time & venue for the opening of the financial Bid.

10. FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders shall be considered in presence of the qualified bidders/their authorized representatives.

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

10.3 The financial bid price would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid and the same shall be conveyed to the bidders thereafter.

10.4 Mere becoming the lowest bidder, after scrutiny of the financial bid, will not entitle the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) 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 only in respect of the bidder whose Technical bid stands qualified and financial bids of all such qualified bidders shall be given 100% weightage at the beginning of Technical stage.

11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 100 marks. The L2 bidder shall be assigned 99 marks, the L3 bidder shall be assigned 98 marks and so on.

11.3 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder in the financial bid Evaluation.

11.4 The Bidder meeting the minimum eligibility criteria and obtaining highest marks/ranking in the financial bid shall be deemed as the successful Bidder and shall be considered eligible L1 Bidder for further process/negotiations.

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

12. RIGHT OF ACCEPTANCE:

12.1 The Client 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 Competent Authority, viz the Resident Commissioner, Manipur Bhawan, New Delhi 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 their bids liable for rejection.

12.3 The competent authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the Tender document or any terms and conditions mentioned therein by the agency that has been awarded the Tender, the competent authority reserves the right to award the contract to the next higher bidder or any other outside agency. In such case, the loss suffered by the Client due to any difference in the price or otherwise, shall be recovered from the defaulter agency who has been awarded the initial contract and this condition shall be explicitly binding on the bidders.

- 12.5 The Competent Authority shall terminate the Contract if it is found that the Contractor is or was black listed 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 the determination of the successful evaluated bidder, the Client shall issue a Letter of Acceptance (LoA) in duplicate to such bidder, which shall be duly acknowledged, accepted, signed and stamped by the bidder or its authorized signatory and one copy of the same shall be submitted with the Client within Three (3) days of receipt of the LoA.
- 13.2 The issuance of the Letter of Acceptance to the successful bidder shall constitute an integral part of the Tender Process and it will be binding part to the agency.
- 13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor in mobilize the man power required for performance under this Tender.
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 at 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 the Tender after the opening of Technical Bids and prior to opening of financial bids.

SECTION-6

GENERAL CONDITIONS OF CONTRACT

(GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Tender document/Contract including the Schedules appended thereto, if any, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them as given in this specified clause:

(a)	“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
(b)	“Contractor”	The word "Contractor" and the "Successful Bidder" has been used interchangeably.
(c)	Client and Competent Authority.	The word "Client" shall mean the Resident Commissioner, Manipur Bhawan, New Delhi. The Resident Commissioner, Manipur Bhawan is also the ‘Competent Authority’.
(d)	Party	The word “party” means the Successful Bidder to whom the work of providing housekeeping and other services has been awarded by the Client.
(e)	Providing of Unskilled Manpower	Shall mean providing of manpower for Housekeeping and Sanitation related works at the Manipur Tikendrajit House, New Delhi
(f)	Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing housekeeping and other related services in its premises
(g)	Notice to Proceed	Shall mean the date at which the services are to commence in Client’s premises
(h)	Confidential	shall mean all 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.
(i)	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.
(j)	Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
(k)	Contractor	Shall mean the successful bidder to whom the work of providing mechanized Housekeeping and other services in Client’ premises has 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, proprietary data/information obtained 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.
- 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 shall, within fifteen days of acceptance of the LoA, execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 5% of the accepted contract value in favour of the Resident Commissioner, Manipur Bhawan, New Delhi, payable at New 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 the prescribed Performance Bank Guarantee in time shall constitute sufficient ground for cancellation of the acceptance of the bid and forfeiture of the earnest money deposit and in such 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 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 competent authority as 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 to deposit Security within specified period and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the competent authority shall be entitled to make other alternate 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 absolutely No Demand Certificate / NOC.

3. NOTICE TO PROCEED

After the acceptance of the LoA and submission of Performance Bank Guarantee from the successful bidder, the Client shall issue the 'Notice to Proceed', to the Contractor authorising him to provide mechanized housekeeping and other services at the specified

premises mentioned in the Contract.

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 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 get the Articles of Agreement duly printed on the requisite amount of stamp paper, as per the place of execution of the agreement, within Two (02) days of receipt of the draft Articles of Agreement from the Client.
- 4.4 The Competent Authority of the Client shall sign the agreement and provide a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall provide trained manpower for Housekeeping and Sanitation activities and any other unspecified activity related to housekeeping and sanitation in Client's premises as per the details given in the tender document.
- 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 arrange and provide the trained manpower for the Housekeeping and Sanitation and other related activities in the Client's premises to the entire satisfaction of the client. The Contractor will be solely responsible for the work executed in accordance with the obligations enumerated in the Contract.

6. COMMENCEMENT OF SERVICES

The Contract shall be legally binding and will come in force only upon:

- (i) Submission of Performance Bank Guarantee in accordance with Clause 2 of Section-6.
- (ii) The Contractor shall commence providing of manpower for Housekeeping, Sanitation and other activities in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 of Section 6.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide manpower for Housekeeping, Sanitation and other activities at Client's premises as per Schedule (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 undertake all such assignments specified by the Client from time to time.

- 7.2 The dedicated manpower for Housekeeping, Sanitation and other activities will be suitably trained by the Contractor for performance of the services specified in the Tender and signed agreement. The personnel's deployed shall be employees of the Contractor only and the Client shall not in any manner be liable. All statutory liabilities (such as ESI & EPF etc.) shall be accounted and 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 furnish details of payments of benefits like bonus, leave, relief, ESI, employer's contribution towards EPF etc. from time to time in respect of its personnel.
- 7.5 The Client shall have the absolute and unfettered right to discontinue the services of any personnel employed by the contractor, who is considered or found to be undesirable or otherwise. Similarly, the Contractor reserves the right to remove any personnel employed with prior intimation to the Client.
- 7.6 The Contractor shall provide Insurance cover to its employed personnel in respect of any accident and death suffered whilst performing their duties and the Client shall have no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision and ensure proper performance of services in accordance with Schedule of Requirements.
- 7.8 The Contractor in coordination with the Client shall issue identity cards / identification documents to all its employees and all the employed personnel will put on and 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 during the course of 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, Bonus Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other applicable 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 and management by the Contractor shall be provided to ensure correct & timely performance of the services in accordance with the terms of the Tender Agreement.
- 7.15 All necessary reports required by the Client 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. Manpower so engaged shall be adequately trained for providing.
- 7.17 Contractor's Personnel
- 7.17.1 The Contractor shall, at all times, ensure that it has sufficient, suitable, well trained and qualified personnel to be deployed at the Client's premises.
- 7.17.2 The Contractor shall submit its Organization 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 suffered by it or them during the subsistence of the Contract or otherwise by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in providing 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:
- (a) caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - (b) consisting of, caused by, resulting/arising 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 rescind/terminate the Contract and replace the Contractor, solely the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may suffer/sustain in consequence or arising out of such replacement of the contract.

9. CLIENT'S OBLIGATIONS

- 9.1 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary 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.
- 9.2 The Client shall ensure that its staff is available to provide assistance to the contractor in due performance of the terms of Contract.
- 9.3 The Client shall not be under any obligation to provide employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer's relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of one year from the date of signing of Contract Agreement, which may be extended for a further period of two years (on yearly extension basis) subject to the satisfactory performance of the contract. In case of breach of conditions of Contract or in the event non fulfilment of 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.

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 engagement of Unskilled Manpower for Housekeeping, Sanitation and any other activities at the Manipur Tikendrajit House, Chanakyapuri, New Delhi,
- 11.1 The prices quoted in the Price Schedule shall be inclusive of all charges/ taxes and contributions towards ESI, EPF, Bonus (if any), etc.
- 11.2 The Contractor shall raise invoice every month and submit the same to Client by 5th of every following month. The Client shall make all endeavour 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 ONE YEAR. No price escalation, other than minimum wages revision by the Government of NCT of Delhi, shall be entertained by the Client during the period.
- 11.5 After expiry of the initial period of the Contract of one year and in case the Contract is renewed by the Client, the Contractor shall be entitled to claim increase in the Contract cost only on account of increase/revision in the minimum wages, as and when increased/ revised 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 by PFMS / online mode only.

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 undertaken by 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.

12.2 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:

- a) The date of commencement of the event of Force Majeure;
- b) The nature and extent of the event of Force Majeure;
- c) The estimated Force Majeure Period;
- d) 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; and
- e) 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.
- f) Any other relevant factor regarding the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION

13.1 This Contract may be terminated by either party by giving written notice of one month to the other if:

13.2 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

13.3 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

- (a) 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.
- (b) The Contractor does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- (c) 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. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

15.1 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 parties 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.

15.2 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)

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 Acts mentioned in the Tender documents and as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above and deduct the same 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

- 3.1 The engagement and employment of labour workforce 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 and 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 online mode only.

- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, 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 alongwith 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 specified from time to time.

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 along with biometric attendance.
 - (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.
 - (e) Payment shall be made on monthly basis according to the day's service provided as per the attendance sheet and submission of bills alongwith all the payment challans / receipts of ESI, EPFO, GST, salary transfer receipts, salary slips etc.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

SECTION-8

SCHEDULE OF HOUSEKEEPING AND MANPOWER SERVICES

SCHEDULE OF HOUSEKEEPING AND MANPOWER SERVICES

1. SCOPE OF WORK / JOB RESPONSIBILITIES

- 1.1 The main job responsibilities of the Unskilled Manpower for Housekeeping, Sanitation and other activities may include any or all of the following duties:
- (i) Maintaining clean, comfortable and tidy environment at all the rooms and common areas including the corridors, kitchen and dining areas, basement and the area outside the main building (front and back). *All equipment and consumables for the purpose of sanitation and maintaining cleanliness shall be provided by the Contractor.* The consumables shall be branded products and the same will be liable for change if the quality is not found up to the mark by the Caretaker of the Manipur Tikendrajit House.
 - (ii) The task of cleaning shall include mechanized cleaning of the façade of the Manipur Tikendrajit House.
 - (iii) Performing services as Bearer for all housekeeping related works in the Manipur Tikendrajit House (bed sheets/linen and towels to be provided by the Caretaker of the Manipur Tikendrajit House).
 - (iv) Providing room services to guests staying at the Manipur Tikendrajit House from the canteen located at the ground floor.
 - (v) Fetching minor articles/consumables from the nearby market for the guests staying at the Manipur Tikendrajit House.
 - (vi) Shifting of any equipment/furniture as and when required to be performed by the Caretaker or any superior officer.
 - (vii) Providing and maintaining a pre-decided number of indoor and outdoor potted plants. Suitable replacement, depending on the season, shall also be arranged by the Contractor, when required by the client.
 - (viii) Any other work assigned by the Caretaker or any superior officer.
- 1.2 The Contractor shall deploy all housekeeping and cleaning staff at the Client's office in the manner and as per the instructions of the Client.
- 1.3 The Contractor has to provide workforce in sufficient numbers 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 staff are fully conversant with the premises and with the client's business activities and its related requirements.
- 1.5 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.

- 1.6 The Contractor shall cover its personnel under insurance for personal accident and/ or death whilst performing the duty.
- 1.7 The Contractor shall exercise adequate supervision to ensure proper performance of its manpower provided to the client in accordance with the requirements.
- 1.8 The Client shall issue identity cards / identification documents to the hired employees in coordination with the Contractor 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 Client and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.9 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.
- 1.10 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.
- 1.11 The Contractor shall also ensure that work performed by its staff is upto the satisfaction of the client. In case it is found that the 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.
- 1.12 Contractor must provide standard and clean liveries to its employees 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.
- 1.13 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.
- 1.14 Contractor must employ adult and properly trained 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. A copy of the Police verification report may also be submitted before the deployment.
- 1.15 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.

- 1.16 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.
- 1.17 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.
- 1.18 Services are required on all seven days of the week. The Contractor shall factor the requirement of replacement staff as and when the engaged staff are granted compulsory rest as per local rules in force.
- 1.19 Payment will be made on monthly basis according to the service provided as per the attendance sheet and submission of bills along with payment challans / receipts of ESI, EPFO, GST, salary transfer receipts, salary slips etc.
- 1.20 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.
- 1.21 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to government property/person.
- 1.22 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 STAFF

- 2.1 The Contractor shall deploy the required number of staff to the satisfaction of the Client.
- 2.2 The Contractor is required to quote prices for each category separately in the Price Schedule (Section 9)
- 2.3 The Contractor shall ensure that except the Service Margin (as defined in the Price Schedule) all other levies (Wages, ESIC, EPF, etc.), which are charged to Client in the Price Schedule are passed on to the deployed staff as their monthly wages by the Contractor.

2.4 The tentative requirement of staff in each of the category shall be as under:

Category	Minimum Requirement of Manpower	Criteria for deployment for ensuring 24X7 services
Housekeeping/ Bearer	6	One Bearer for each of the 3 floors for 2 shifts from 6 AM to 2 PM and from 2 PM to 10 PM
Sanitation Staff	7	One Cleaner/Sweeper for each of the 3 floors for 2 shifts from 6 AM to 2 PM and from 2 PM to 10 PM. In addition, one cleaner for the shift from 8 AM to 4 PM for cleanliness of reception area, canteen area and outdoor cleanliness work. The deployed sanitation staff will also be required to carry out mechanised cleaning of the façade at least once every month.
Night Shift staff	2	1 for housekeeping and 1 for cleaning from 10 PM to 6 AM.

2.5 The Contractor would have to factor in the requirement of providing replacement staff as and when the staff deployed is granted leave as per extant Rules in force.

2.6 The estimated value of Contract is likely to be about Rs.50 Lakh only (Rupees Fifty lakh) per annum. However, no guarantee can be provided in respect of the actual quantity and the requirements may vary at the sole discretion of the competent authority.

2.7 Proper attendance record shall be maintained with the Caretaker of the Manipur Tikendrajit House. The attendance and any late arrivals or absence shall be factored at the time of making monthly payments.

3. SUPERVISION

3.1 The Contractor shall ensure provision of 24X7 services through deployment as indicated above and shall ensure that all jobs / services are rendered to Client in accordance with the instructions of the Contract / tender document.

3.2 It shall be the responsibility of the agency to withdraw authorized Identity Card (s) from their employees who leave their employment or when their Services are terminated by the agency.

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.

4. PENALTIES

4.1 The Contractor shall disburse salary / credit the salary to its deployed staff 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. In no case, the salary of hired persons

should be delayed for any justifiable reasons such as Bank Holiday / Gazetted Holiday. In case of breach of this clause the Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. 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, 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 staff as per this contract and also arrange a pool of standby staff.
- 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 manpower 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 prorata 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 Not properly carrying out the jobs as per the contract @ 2% of Monthly Value (each exception). However, if the exceptions become general practice, action will be initiated as deemed fit which may result in termination of contract and/ or forfeiture of Performance Security, in addition to deductions of 2% of amount of Monthly Value.

5. ITEMS TO BE PROVIDED BY THE CONTRACTOR AND BY THE CLIENT:

- 5.1 For providing housekeeping and cleaning services, all essential / necessary items such as brooms, mops, naphthalene balls, liquid phenyl, liquid cleansers, air fresheners, liquid soaps, dusters, etc. shall be provided by the Contractor. To the extent possible such items should be ISI branded and of good quality. The Caretaker may direct the Contractor to change any of such items if the quality is not found up to the mark. The Contractor shall arrange for immediate replacement of such directed items. The Contractor should have machines like Auto Scrubber, Single Disc Scrubbing machine, Vacuum Dry and Wet cleaners and Façade Cleaning machines. Due weightage will be given if proof of availability is furnished at the time of making presentation to the Client.
- 5.2 The Client shall provide bedsheets, towels, foot mats and other items as are felt necessary for placing in the guest rooms.

6. DAILY SERVICES

- 6.1 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.

- 6.2 Proper and effective cleaning, brooming and mopping of 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 8:30 AM and only swabbing after lunch.
- 6.3 Proper and effective cleaning, disinfecting, deodorizing fitting including removal of garbage at regular intervals throughout the day.
- 6.4 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 equipment and machines in the premises, adjusting of all items of furniture in the office premises/ officer's rooms.
- 6.5 Brushing of carpets, mats etc. Sofas, Curtains and Chairs shall compulsorily be dry-cleaned/shampooed once a month and proper record of the same shall be submitted to the Caretaker.
- 6.6 Spraying of air fresheners in the office premises/ officer's rooms, conference rooms, Committee/Seminar rooms.
- 6.7 Placing 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.
- 6.8 Depletion of waste paper/refuse from waste paper baskets/buckets and other places. The refuse shall be disposed of at the nearest garbage point of the Municipal Authorities.
- 6.9 Vacuum Cleaning of areas wherever computer units are located (Vacuum cleaner will be provided by the contractor).
- 6.10 Major cleaning will be carried out in the night shift/ weekends/ holidays.
- 6.11 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.).
- 6.12 Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, office rooms, meeting rooms, security office and other areas as covered in the contract.
- 6.13 Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collected refuse at designated site on daily basis.
- 6.14 Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipment, accessories etc. and cleaning of all window glasses and grills.
- 6.15 Cleaning and dusting of window panes / Venetian blinds.

- 6.16 Spraying Room Fresheners in all rooms on a daily basis at regular intervals.
- 6.17 Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
- 6.18 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.
- 6.19 Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipment, nameplates, plant boxes, doormats etc.
- 6.20 Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.

7. WEEKLY SERVICES (TO BE CARRIED OUT ON SATURDAYS/ SUNDAYS/ HOLIDAYS)

- 7.1 Proper and effective cleaning glass doors, wooden doors and knobs, sign boards/plaques, brass name plates and name boards etc.
- 7.2 Washing and scrubbing of floor areas, washrooms, basement, outer, main entrance (all areas) with defined chemicals.
- 7.3 Vacuum cleaning of carpets wherever provided (Vacuum cleaner will be provided by the contractor).
- 7.4 Cleaning of curtain wall glasses from outside as & when required.
- 7.5 Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- 7.6 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.
- 7.7 Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- 7.8 Cleaning of all windows glasses and grills with detergents / cleaning agents.
- 7.9 Washing of outside area with High Pressure Jet Machine.
- 7.10 Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- 7.11 The contractor shall submit the duty register to the Client as required.

8. CODE OF CONDUCT

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive in time as per their shift duty.
- Take charge of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Client.
- Shall not be under influence of any intoxicating drinks or drugs or report for duty in an inebriated condition.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Contractor Control and the Client.
- When in doubt, approach concerned officials/ caretaker immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke in the office premises.

9. CONFIDENTIALITY

The personnel so hired shall be liable to maintain confidentiality at all times and shall not:

- (a) Disclose or share any official /file/ document, etc.
- (b) The phone number and movement plans of the client.
- (c) Car make, color and number of any officer(s)/official(s).
- (d) Location and movement plans of officers/ officials.
- (e) Meetings and conference schedules.
- (f) Site plan of the premises.
- (g) Travel details of the clients.
- (h) Assets of the office.

10. TELEPHONE HANDLING

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

11. FRISKING / CHECKING PROCEDURES

All contract staff will be thoroughly frisked at the time of their leaving the Client's premises. If anything, untoward is found, it must be reported to caretaker / the Resident Commissioner / Officials of the Bhawan.

SECTION-9
PRICE SCHEDULE

PRICE SCHEDULE

PRICE BID

S.NO	CATEGORY	HOUSEKEEPING STAFF/BEARER PER PERSON PER DAY	CLEANING/SANITATION STAFF PER PERSON PER DAY
1.	Minimum Wages (as per Govt. of NCT of Delhi)		
2.	ESI Contribution		
3.	EPF Contribution		
4.	Yearly Bonus, if payable		
5.	Agency Charges		
6.	Total cost on hiring of Manpower		
7.	GST		
8.	Gross Amount		

Note:

- (i) The bidder should quote the details (break-up of each of the above).
- (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 one year. 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 agreed, 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). The Contractor shall provide replacement manpower on the off days/holiday given to the staff engaged.
- (v) The quoted consolidated monthly amount /prices shall be inclusive of all charges including our contribution towards ESI, EPF, Bonus, etc. It shall also include cost of training and uniform etc.
- (vi) The Contractor shall mandatorily ensure that the cost per head as shown above is paid as monthly wages to their employees who are deployed in Client's premises for different services.
- (vii) Rates will be revised from time to time as per Minimum Wages Orders of Central Government / Government of NCT of Delhi issued from time to time in this regard.

SECTION-10

FORMS

- Section 10.1 FORM-I - FORM FOR FINANCIAL CAPACITY
- Section 10.2 FORM-II - PERFORMANCE BANK GUARANTEE
- Section 10.3 FORM-III - LETTER OF AUTHORISATION FOR
ATTENDING BID

FORM-I

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2020-21	2021-22	2022-23
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

FORM-II

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 the Resident Commissioner, Manipur Bhawan having its office at Manipur Bhawan, 2 SP Marg , New Delhi (hereinafter referred to as “The Client ” 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 manpower, supplies and services for Housekeeping, Sanitation and other activities 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 for an amount equal to 5% (five 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 Client in such Demand. The Client 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 Client by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PGB values, the Owner shall surrender the current PGB 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 Client 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 Client 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 Client 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 Client in respect of such liability or liabilities is affected.
- (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 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 Client 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 fulfils 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-III

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

To,

The Dy. Resident Commissioner,
Manipur Bhawan,
2, Sardar Patel Marg, New Delhi 110021

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.

SECTION-11

CHECK-LIST

CHECK LIST ON PREPARATION OF BIDS

S. 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 Rs. 1,00,000/- 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, Service Tax. GST, 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 Organizations / Government Departments ?	
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.	Is your Technical Bid according to the requirement stated in the Tender ?	
FINANCIAL BID		
8.	Is your financial Bid proposal duly filled, sealed and signed on all pages?	
9.	Have you quoted prices against each of the category ?	
10.	Is your financial bid as per Tender?	