

SHIROMANI GURDWARA PARBANDHAK COMMITTEE

Teja Singh Samundari Hall, Sri Amritsar

TENDER DOCUMENTS FOR

HOUSE KEEPING, WASTE COLLECTION, FRONT DESK MANAGEMENT,
LAUNDRY AND MAINTENANCE ENGINEERING SERVICES

At

8 NIWAS ASTHANS (SARAI)

MAINTAINED BY

SHIROMANI GURDWARA PARBANDHAK COMMITTEE, SRI AMRITSAR

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BRIEF INFORMATION ON BID DOCUMENT

Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last Date and time of submission	Upto 1000 hours of 24-08-2015
Date of opening Technical Bid	At 1200 hours of 24-08-2015
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs.5,00,000/- (Rupees Five lakh only) in the form of crossed only in the shape of Bank Draft in favor of Secretary, S.G.P.C, payable at Amritsar.
Cost of Tender Document	Rs.1500/- (Rupees one thousand five hundred only)
Validity of Bid	120 days
Total Number of pages of Tender Document pages

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SECTION-1

(Notice Inviting Tender)

SHIROMANI GURDWARA PARBANDHAK COMMITTEE

Teja Singh Samundari Hall, Sri Amritsar

NOTICE INVITING TENDER

Earnest Money Deposit: Rs.5,00,000- (Rupees Five lakh only)

Tender Document Cost: Rs.1,500/- (Rupees One thousand five hundred only)

Shiromani Gurdwara Parbandhak Committee, Sri Amritsar invites tenders for the activities of (i) House Keeping ; (ii)Waste Collection (iii) Front Desk Management; (iv) Laundry Services; (V) Maintenance Engineering Services with two bid system (Technical bid & Financial bid) from interested parties/ Registered Firms/ Registered Companies/ Reputed Organizations/ Agencies for the years from 2015-16 . For the purpose of tender, the activities have been grouped into the following categories:

Category I: House Keeping

Category II: Waste Collection

Category III: Front Desk Management

Category IV: Laundry Services

Category V Maintenance Engineering Services

The tender has been uploaded at our website i.e. www.sgpc.net. Interested firms can download the tender free of cost.

For any clarification/ difficulty Tender process flow, please contact us +91-98148-984240

The Technical Bids shall be opened in the Committee Room of the office of the Sub Office SGPC Chandigarh **on 24/08/2015** by the Committee authorized by the competent authority of the office of the SGPC in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose 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 office of the Comptroller and Auditor General of India, shall be final and binding.

Tender shall contain the scanned copies of the following documents:

1. Prequalification criteria

i) The firm shall have extensive experience in carrying out facility management services, in reputed industrial house or in Central Govt./State Govt./Central Autonomous Body / Central PSU / Municipal Corporations / State PSU/ Railway station/ Govt.etc.

ii) The firm should have employed at least 15000 skilled / semi skilled / unskilled works during any of the last three financial years.

iii) The contractor/FM agencies shall possess valid ISO 9001, 14001 & OHSAS 18001

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certification.

iv) The bidding firms shall have a minimum annual turnover of not less than INR 100.00 crore in last three financial year

v) Net worth as at the end of financial year 31.03.2015 should not be less than INR 100.00 crore

vi) The firm should have solvency of at least Rs. 20.00 crore

vii) Copies of Registration certificate of the firm/company, Memorandum & Article of association in case of firm registered under the Companies Act

viii) The firm shall submit documentary evidence of having satisfactorily completed either three works of similar nature each costing not less than the amount equal to 40% of the estimated cost or two similar nature of works each costing not less than the amount equal to 50% of the estimated cost or one similar nature of work costing not less than the amount equal to 80% of the estimated cost during the last five financial years

2. Scanned copy of VAT Registration Certificate

3. Scanned copy of PAN

4. Payment of Bid security (Earnest Money Deposit) :- Demand Draft of Rs. 5 Lakhs drawn on any nationalized bank and valid for 120 days. Demand Drafter is to be scanned and uploaded along with Bid, and Original DD shall be sent to the Secretary, S.G.P.C, Amritsar so as to reach on or before 10.00 Hrs on the date of closing of the bids. Failure to furnish the original DD before the closing of the bid will entail summarily rejection of bid and blacklisting

5. The Financial bids of only those bidders whose Technical Bids are qualified, shall be opened by Executive Engineer. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders

Secretary

Shiromani Gurdwara Parbandhak Committee
Sri Amritsar

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SECTION-2

**TECHNICAL BID
SUBMISSION FORM**

SHIROMANI GURDWARA PARBANDHAK COMMITTEE

Teja Singh Samundari Hall, Sri Amritsar

TECHNICAL PROPOSAL SUBMISSION FORM

Date:

LETTER OF BID

To

Secretary

Shiromani Gurdwara Parbandhak Committee
Sri Amritsar

Ref: Invitation for tender

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 facility services for Niwas Asthans
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 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,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

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SECTION-3

INSTRUCTIONS TO THE BIDDERS

SHIROMANI GURDWARA PARBANDHAK COMMITTEE

Teja Singh Samundari Hall, Sri Amritsar

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, 'Office of the SGPC, Sri Amritsar' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 Bidder who wish to submit online tender, can access tender documents on the portal, fill it and submit the completed tender documents into Electronic Tender on the portal itself. Bidder shall attach scanned copies of all the papers, i.e., copies the certificates as required
- 1.3 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.
- 1.4 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.**
- 1.5 The bidder shall scan the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.6 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 Company / 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 SGPC, Sri Amritsar
- 1.10 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 due to the Office of the SGPC. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

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- 1.11 The requirements of 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 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, and Income Tax Department. Relevant proof in support shall be submitted.
- d. **Experience**: The Bidder should have experience in the similar field of providing facility management 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.

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, 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 / ongoing work issued by the Government Departments / PSUs shall be acceptable. 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.
- (v) Audited **Balance Sheets and Income Tax Returns** for the last 3 years
- (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.

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3. EARNEST MONEY DEPOSIT:

- 3.1 Rs.5,00,000/- (Rupees five lakh only) in the form of crossed only in the shape of Bank Draft in favor of Secretary, S.G.P.C, payable at Amritsar valid for 90 days from the date of tender submission.
- 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 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 honor 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 **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.

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- 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 alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- 5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section-7)..

6. SUBMISSION OF BIDS

- 6.1 The Bid shall be received up to 10.00 a.m. on 24/08/2015 and will be open on the same day at 12.00 p.m. onward in the presence of authorized representative of Bidders..

7. BID OPENING PROCEDURE

- 7.1 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Executive Engineer, SGPC. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders
- 7.2 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 All the presented Bidders or their representative shall be required to sign the bid opening register.
- 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 meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the Tender Opening Register by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Authority
- 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.

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7.9 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 unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

8.1 The technical bids shall be evaluated based on the scanned documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the SGPC 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 SGPC shall not be considered. The SGPC 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 system where the technical bid and financial bid shall be evaluated separately.

9.2 The tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% 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)	Upto 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 100 crores	10 Marks
(b)	More than 100 crores and upto 200 crores	15 Marks
(c)	More than 200 crores and upto 300 crores	20 Marks
(d)	More than 300 crores	25 Marks
(iii)	Number of Manpower on roll	Max. 25 Marks
(a)	Upto 15000	10 Marks
(b)	More than 15000 and upto 20000	15 Marks
(c)	More than 20000 and upto 25000	20Marks
(d)	More than 25000	25 Marks

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(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) Any other International Accreditation Certificate	05 Marks

9.2.3 **A Bidder should secure mandatorily a minimum of 70% marks** (i.e. 70 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 70% of technical weightage and the financial bids shall be allocated 30% 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:56** i.e. {80 x 70%}*

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 in written communication.**

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.

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- 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 30% of weightage.
- 11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% 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 86 i.e. (56 Technical Value + 30 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:

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L3..)}$$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under

$$30 \times 100 (\text{lowest prices-L1}) / 125 (\text{quoted prices – L2}) = 24 (\text{financial score})$$

Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

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- 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.

12. RIGHT OF ACCEPTANCE:

- 12.1 The Executive Engineer,SGPC reserve 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 Executive Engineer, SGPC 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 the bidder's bids liable for rejection.
- 12.3 The competent authority of the SGPC 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 SGPC 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 SGPC 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.

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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 within seven (07) days after opening of the eligible financial Bids

- 14.2 The Earnest money deposit of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

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SECTION-4

GENERAL CONDITIONS OF CONTRACT (GCC)

SHIROMANI GURDWARA PARBANDHAK COMMITTEE

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Section-3

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.
Party	The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises
Notice to Proceed	Shall mean the date at which the manpower 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 housekeepig 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 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.

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- 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. NOTICE TO PROCEED

Engineer Incharge shall issue the 'Letter of Award', to the contractor/FM agencies authorizing him to start the work.

3. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall attend this office to sign the formal agreement on Nonjudicial stamp paper worth Rs. 100/- within 15 days from the date of issue of this letter failing which the acceptance of work shall be withdrawn and earnest money and performance guarantee forfeited. Please note that the time allowed for carrying out the work as entered in the agreement shall be reckoned from the 10th day after the date of issue of this letter to commence the work.

4. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing manpower services in Client's premises as per the details given herein, 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 manpower 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.

5. COMMENCEMENT OF SERVICES

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

- 6.1 Submission of Performance Bank Guarantee
- 6.2 The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of Notice to Proceed

6. CONTRACTOR'S OBLIGATIONS

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- 6.1 The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements 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.
- 6.2 The Contractor shall provide manpower 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.
- 6.3 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.
- 6.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 6.5 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 the any personnel with prior intimation to the Client, emergencies, exempted.
- 6.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 6.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- 6.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 6.9 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.
- 6.10 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.

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- 6.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 6.12 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.
- 6.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 6.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 6.16 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

6.17 Contractor's Personnel

- 6.17.1 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.
- 6.17.2 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
- 6.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

7. CONTRACTOR'S LIABILITY

- 7.1 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 manpower services to the Client.
- 7.2 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:

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- 7.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 7.2.2 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 manpower Services to the Client.
- 7.3 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.

8. CLIENT'S OBLIGATIONS

- 8.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor's employees to carry out the Services..
- 8.2 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.
- 8.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance
- 8.4 The Client shall not be under any obligation for providing empanelment 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.

9. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a **period of one year** from the date of award subject to continuous satisfactory performance. In case of breach 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

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authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

10. PAYMENTS

- 10.1 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 manpower services.
- 10.2 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.
- 10.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 10.4 The initial cost of the Contract shall be valid for a period of one year. While price can be revised whenever minimum wages changed.
- 10.5 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***.
- 10.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 10.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax 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.
- 10.8 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.

11. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 11.1. "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;

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- (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:

- 11.2 the date of commencement of the event of Force Majeure;
- 11.3 the nature and extent of the event of Force Majeure;
- 11.4 the estimated Force Majeure Period,
- 11.5 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.
- 11.6 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.
- 11.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

12. TERMINATION

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

- 12.1 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
- 12.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
 - 12.2.1 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 and the security deposit in the form of performance DD shall be forfeited and encashed.
 - 12.2.2 the Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

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12.2.3 the Contractor goes bankrupt and becomes insolvent.

13. 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)

14. INSOLVENCY

14.1 The competent authority of the office of the SGPC 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:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- 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 of 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 proved 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 purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

15. CURRENCIES OF BID AND PAYMENTS

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

16. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

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- 16.1 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 thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Amritsar and the decision of the arbitrator shall be final and binding on the parties.
- 16.2 **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 Amritsar

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SECTION-5

**SPECIAL CONDITIONS OF CONTRACT
(SCC)**

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1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

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

- 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 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

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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.

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 clause 8.3 Amount of EPF / ESIC

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

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SECTION-6

SCHEDULE OF WORKS/ REQUIREMENTS

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In this Schedule of Requirements, the details of manpower 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.

Scope of work

Cleaning Area

S.No	Name of Niwas Asthan (Sarai)	Numbers of Floors	Numbers of Rooms
1	Mata Ganga Ji Niwas	Ground + 3	103
2	Shri Guru Hargobind Niwas	Ground + 3	88
3	Shri Guru Ramdas Ji Niwas (Including Common Toilet for Yatris)	Ground + 2	228
4	Shri Guru Arjan Dev Niwas	Ground + 3	140
5	NRI Niwas	Ground + 5	66
6	Saragarhi Niwas	Ground + 9	250
7	Baba Deep Singh Ji Niwas	Ground + 4	142
8	Mata Bhag Kaur Ji Niwas	Ground + 3	41

Cleaning Service

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. Pre designated managers / supervisors of the contractor will supervise the awarded work. The contractor has to ensure that the staffs deployed are dressed in neat and clean uniform approved by the SGPC officials. SGPC will monitor the entire work and staff deployed by the selected tenderers.

Daily services

Housekeeping / cleaning services should be done daily 7-days a week at regular intervals, so that the areas covered under the contract remain, spic and span all time, working hours should be adjusted in such a manner that cleaning work do not cause inconvenience to the guests. Contractor will arrange manpower for special VIP visits.

1. 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.
2. Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, lobbies, reception, rooms, office rooms, security office and other areas as covered in the contract.
3. Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collecting refuse at designated site on daily basis.

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4. 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. Cleaning and dusting of window panes / Venetian blinds/curtains.
5. Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc
6. 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, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
7. Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
8. Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
9. Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains.

(b) Waste Disposal Management

1. The contractor will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of bio degradable and non bio degradable garbage. Finally, the contractor will arrange to suitably transport and dispose garbage from the earmarked area to the nearest corporation bin outside each premise.
2. The contractor shall keep suitable size and specification bins at the collection area.
3. The contractor will employ his staff for the collection / disposal work. The garbage will have to be disposed off at least twice a day. Rickshaw will be in contractor scope.

(c) Weekly Services

The deep cleaning of the entire area will be done by the contractor once a week as under:-

1. Dusting of entire area including windows / windowpanes / doors / ledges, etc.
2. 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.
3. Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
4. Cleaning of all windows glasses and grills with detergents / cleaning agents.
5. Washing of outside area with High Pressure Jet Machine.
6. Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.

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7. The Tenderer will make a cleaning programme and submit to concerned official for weekly cleaning so that concerned official / Incharge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
8. The contractor will work in the specified area mentioned in the scope of work.
9. The contractor will provide the duty register to concerned official as required.

(D) Pest Control Services

1. The Contractor shall take effective measures for disinfection services including fogging etc. in the area under contract.
2. The contractor shall use chemicals that are harmless to humans and machines and are WHO specifications. Further, the chemicals should not leave any spot in the treated area.
3. The contractor will be responsible for any damage to human / machinery by any chemicals used by him.

4. The contractor will submit a detailed plan for carrying out the Pest Control Services.

ADDITIONAL SCOPE AND PARTICULAR CONDITIONS FOR NIWAS ASTHAN

In case of any differences, these particular conditions of contract supersede the General conditions of

contract. The services shall be provided round the clock on all days, including holidays:-

The Services include:-

- (i) Cleaning of the whole premises including toilets and open areas.
- (ii) Wet moping of covered areas.
- (iii) Cleaning of window panes and door panels.
- (iv) Cleaning and dusting of furniture and fittings.
- (v) Cleaning/sweeping of the entire complex including open space, lawns and land area
- (vi) Deploying qualified and trained people for front office management, operation of telephone and
- (vii) Any other work within the scope of the Manual prescribed for the purpose.

1. **ROOM:** The contractor shall be responsible for routine cleaning of the guest rooms everyday in the morning and evening. The contractor shall also maintain cleanliness in the rooms throughout the day and shall clean the room thoroughly on guest check out and keep it ready for the next arrival.

(a) THE ROUTINE CLEANING WILL INCLUDE

- Dusting of the furniture in the room
- Sweeping and mopping the entire room with disinfectant solution.
- Cleaning of Toilet and bathroom with a bathroom cleaning solution.
- Reporting any maintenance required in the room.
- Change the bed sheet everyday or whenever required

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CLEANING OF CRITICAL AREAS

- All the dustbins shall be washed and lined with colour coded bags in the morning. The trash bags shall be changed when it is full.
- The floor shall be thoroughly mopped with a specialized soap solution.
- Toilets / bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes.
- The common area shall be swept and mopped in the morning and at regular intervals to keep them clean.

GLASSWINDOWS and DOORS

- The contractor shall have his staff to clean glass with appropriate soap solution on weekly basis.
- Internal Glasses shall be wiped with dry cloth to remove fingerprints at regular intervals.

GARBAGE DISPOSAL

The contractor shall collect garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area within the specified location.

Laundry Services:

SCOPE OF WORK:- This work involves Laundry Services i. e. washing/dry cleaning, ironing of linen of each room & linen related to Shri Darbar Shaib. Machinery will be provided by SGPC. Contract have to collect bed sheet & other linen form each room of yarti niwas.

Detergent/washing material to be used:-

The contractor shall use only ISI marked detergent/washing material as specified in the contract agreement. In case it becomes necessary use any material other than the approved, prior permission shall be obtained from the controlling authority.

Quality of washing of linen and its ironing:-

The contractor shall ensure that the quality of washing of linen & its ironing is to be the entire satisfaction of the Officer Incharge from where the clothes are collected.

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FRONT DESK SERVICES

- Single Point contact for information regarding room reservation & related information.
- Co ordination with all service providers.
- Help Desk Operation Centre Round the clock (24 X 7)
- Scrutinizing of all incidence reports and their follow-up with agencies concerned.

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SCOPE OF ELECTRICAL & PLUMBING WORKS:

(i) The agency shall depute well experienced staff in the relevant field for maintenance of Electrical & Plumbing services.

(ii) The contractor/FM agencies will be responsible for timely payment of wages, ESI & PF etc to all the workers engaged by the contractor/FM agencies. The contractor/FM agencies will submit the proof of ESI & EPF to the Deptt Quarterly. All labour law shall be strictly followed.

(iii) Since the operation of Yarti Niwas is round the clock for all days in the year, the FM should engage staff throughout the period of contract on Holidays/National Holidays for entire period & nothing shall be paid extra on this account.

(iv) All the installations shall be kept neat and clean and in working order.

(v) *Regular maintenance of plumbing & electrical fitting shall also be responsibility of the FM Agency.*

(vi) The FM agency shall ensure that his staff follows all safety precautions. Incase if any mishappening or injury FM shall be fully responsible for the same.

(VII) The details of Labour/Technicians deployed on various activities by FM shall be submitted daily to SGPC for information & record.

4. PENALTIES

4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 12TH of every month, failing which penalty of Rs.1000/- per day will be

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imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit shall be forfeited and will be encashed. The Client will have the power to appoint any other agency for the manpower 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 manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number 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 manpower 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 prorata basis from the bills preferred by the Vendor or that may become due to the Vendor 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.

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SECTION-7

PRICE SCHEDULE

1	Description of work	Qty (1 Job)	Unit (Per Month)	Rate	Amount
	Facility Maintenance & operation of services at 8 numbers of Yarti Niwas maintained by SGPC i/c housekeeping which includes				

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	effective brooming, cleaning, scrubbing, mopping etc maintenance & up-keep of public toilets with necessary input of sanitation material, collection & disposal of garbage to the approved dumping ground & providing front desk executive for providing completed information related to room reservation & other services related to yarti niwas & operation & maintenance of various Electrical services i/c operation & maintenance of electrical fitting ,DG Sets, storm water pumps, Sign Boards, Internal/Common area/Toilet lights & External Lighting & maintenance of civil related work & providing laundry services complete as per tender documents & as per annexure detail.				
	Total Amount				

A. Cost Synopsis

Cost Items	Total Cost (rs.)
Housekeeping Manpower	
Waste Collection Mangement	
Front Desk Services	
Utility Services	
Laundry Services	
Chemicals & Consumables & Toiletries	
Pest Control	
Rickshaw for waste collection.	

Note :

- (i) Cost Synopsis amount should match with Total Amount of price bid.
- (ii) The quoted consolidated monthly amount prices shall be inclusive of all charges including contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform.

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(iii) The quoted rate shall be inclusive of all applicable taxes as may be levied by the Government from time-to-time excluding Service Tax which shall be paid extra.

**Witness:
agency**

Sign of the FM

Annexure -1

Manpower Detail

S.No	Particular	Numbers
A. Manpower Numbers for Housekeeping		

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1	Housekeepers	106
2	Supervisor	24
3	Facility executive	3
4	Project Manager	1
5	Store Keeper	3
6	Data entry operator	1
	Total Number	138
B. Manpower Numbers for Waste Collection		
1	Garbage Collection Person	10
2	Supervisor	1
	Total Number	11
C. Manpower Numbers for Front Desk Management		
1	Front Desk Executive	19
	Total Number	19
D. Manpower Numbers for Utility Services		
1	Electrician	2
2	Plumber	2
3	Helper	4
	Total Number	8
E. Manpower Numbers for Utility Services		
1.	Laundry Supervisor	1
	Laundry Man	5

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	Iron Man	5
	Rickshaw Man	2
	Helper	9
	Total Number	22

Annexure 2

Material Detail

1. Chemical & Consumables will be in contactor scope. Cleaning should be done in proper manner.
2. Liquid Soap, Toilet Roll & Soap will be provided in each room and wherever required.
3. Grabage Bag & Dustbin will be provided by contractor.
4. Washing Detergent will be in contactor Scope.

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Material /Machine Provided By SGPC for Facility Management:

1. Machine required for Laundry Services.
2. All electrical material which required for particular room or area.
3. All linen will be provided by SGPC.
4. Housekeeping Machines will be provided by SPGC.
5. Space for office

Note:

Contractor should survey the site & determine the quantity of material required for complete services. Services should not stop due to material shortage. SGPC will not provide any amount for survey of the site.

SECTION-8

FORMS

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Section 8.1	FORM-I-	CONTACT DETAILS FORM
Section 8.2	FORM-II-	BID SECURITY FORM (To be used for EMD in case submitted by Bank Guarantee)
Section 8.3	FORM-III-	FORM FOR FINANCIAL CAPACITY
Section 8.4	FORM-IV-	ARTICLES OF AGREEMENT
Section 8.5	FORM-V-	PERFORMANCE BANK GUARANTEE

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FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF
AUTHORISED REPRESENTATIVE
2. COMMUNICATION ADDRESS
-
3. PHONE NO./MOBILE NO.
4. FAX
5. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE NO.
4. MOBILE NO.
5. E-MAIL I.D.

UNDERTAKING

1. I, 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 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.

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4. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
5. I hereby undertake to provide the manpower services as per the directions given in the tender document/contract agreement.

Signature of the Authorised Signatory

Date :-

Place:-

**Designation :
(Office seal of the Bidder)**

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**FORM-II
BID SECURITY FORM**

No.....

Date.....

To

Secretary

Shiromani Gurdwara Parbandhak Committee

Sri Amritsar

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing manpower services vide 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 5,00,000/- (Rupees five lakh only) 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 inof 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

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch

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Tel No. of Branch

Fax No. of Branch

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FORM-III

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2012-2013	2013-14	2014-15
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			

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FORM-IV

CONTRACT AGREEMENT NO..... DATED

THIS AGREEMENT is made on between **Secretary** Shiromani Gurdwara Parbandhak Committee Sri Amritsar (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 Teja Singh Samundri Hall, Sri Amritsar of the One Part,

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 manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor "Facility Management Services under **Tender No.**
- 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 [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the manpower 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 manpower services of its premises in cases 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.

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- 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 manpower 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 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.

SHIROMANI GURDWARA PARBANDHAK COMMITTEE

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Signed on behalf of the Contractor

Signed on Behalf of

SGPC

(Authorised Signatory)

(Authorised Signatory)

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SECTION-9

CHECK-LIST

SHIROMANI GURDWARA PARBANDHAK COMMITTEE

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CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form ?	
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.5,00,000/- 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 ?	
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 ?	
10.	Have your financial bid been packed as per Tender ?	