



GOVERNMENT OF MADHYA PRADESH

TENDER DOCUMENT FOR

HOSPITALITY, HOUSEKEEPING INCLUDING MECHANISED HOUSE KEEPING, BUILDING
MAINTENANCE & HORTICULTURE SERVICES

AT

MADHYANCHAL, 12 IHC POCKET, INSTITUTIONAL AREA,
VASANTKUNJ, NEW DELHI - 110070



MADHYANCHAL, BHAWAN

A- NIT, Technical Bid & Financial Bid

OFFICE OF THE RESIDENT COMMISSIONER

MADHYA PRADESH BHAWAN,

CHANKYAPURI, NEW DELHI - 110021

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
CHANAKYAPURI, NEW DELHI -110021**

Website: www.mpbhawan.gov.in or www.mptenders.gov.in
Tel.No. +911126772000, 2001

TENDER DOCUMENT FOR

**HOSPITALITY, HOUSEKEEPING INCLUDING MECHANISED HOUSE KEEPING, BUILDING
MAINTENANCE & HORTICULTURE SERVICES**

***For MADHYANCHAL, 12 IHC POCKET, INSTITUTIONAL AREA,
VASANT KUNJ, NEW DELHI -110070***

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SECTION-1

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
CHANAKYAPURI, NEW DELHI – 110021**

Website -www.mptenders.gov.in or www.mptenders.gov.in
Tel.No. +911126772000, 2001

Tender No. 04/MADH/APRIL/MPB/2023

Date: 19/04/2023

1. NOTICE INVITING TENDER

- 1.1 Online tenders for Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services Work in State Guest House of Government of Madhya Pradesh at New Delhi, namely, Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi are invited in single stage two envelope systems (Technical bid & Financial bid) through online e-Tendering in the prescribed proforma from interested parties/ Registered Firms/ Registered Companies/ Reputed Organizations/ Agencies for 03 Years 11 Months from the date of work order.
- 1.2 Detailed job descriptions are made in the relevant section of the body of tender document.
- 1.3 Offers in Physical form will not be accepted in any case.
- 1.4 Incomplete and/ or illegible documents will not be considered and such documents tender/ bid will be considered as NON – RESPONSIVE.
- 1.5 Tender documents to be downloaded from the website: www.mptenders.gov.in and submission of bids through e-tendering with non-refundable cost of the form ₹ 5,000/- (Rs. Five Thousand only) to be paid online.
- 1.6 The last date of submission of online Technical Bid is 15/05/2023, up to 3.00 PM on website: www.mptenders.gov.in and the same will be opened in the presence of such bidder who may wish to be present in the office Madhya Pradesh Bhawan, Chanakyapuri, New Delhi on 16/05/2023 at 3.00 PM.
- 1.7 The financial bid to be submitted online through e-tendering process till 03:00 PM on 15/05/2023 on website: www.mptenders.gov.in. Financial bid would be opened in respect of bidders whose technical bids are found acceptable by the committee constituted for this purpose on 23/05/2023 at 03:00 P.M.
- 1.8 Technical bid must be submitted along with online e-payment receipt of EMD ₹ 6,00,000/- (to be paid online).
- 1.9 A pre-bid conference will be held on 03/05/2023 at 03.00 PM in the conference hall of Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi
- 1.10 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.

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

SECTION-2

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
CHANAKYAPURI, NEW DELHI - 110021**

Website-www.mptenders.gov.in or www.mpbhawan.gov.in
Tel.No. +911126772000, 2001

2. BRIEF INFORMATION ON BID DOCUMENT

Tender No.	04/MADH/MARCH/MPB/2023
Duration of Contract	03 Years 11 Months (subject to review of performance and renewal every year)
Last date and time of submission	15/05/2023 upto 3.00 p.m.
Date and Time of Opening of Technical Bid	16/05/2023 at 3.00 p.m.
Date and Time of Pre-bid conference	03/05/2023 at 3.00 p.m.
Date of opening of Financial Bid for Technically qualified Bidders	23/05/2023 at 3.00 p.m.
Annual Probable Amount of Contract	₹ 2,00,00,000/-
EMD	₹ 6,00,000/- (to be paid online)
Cost of Tender Document	₹ 5,000/- (to be paid online)
Validity of Bid	180 days
Performance Bank Guarantee	₹ 8,00,000/-
Office Address	Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi.- 110021
Contact person for clarification, if any (During office hours)	Sh. Mahak Singh, Joint Resident Commissioner, M.P. Bhawan 011-26765800/ Mob. 9893033133 Email id- aempbhawan@mp.gov.in Ms. Namita Jain, OSD 011-26765800/ Mob. No. 9910282264 Sh. P.K. Rath House Manager, M.P. Bhawan Mob. No. 9313280983

**Any other website related technical queries,
please call at 24 x 7 Help Desk Numbers 0120-4001002,
0120-4001005 & 0120-6277787**

International Bidders are requested to prefix 91 as country code

Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi

Performa for Indemnity Bond

This DEED OF INDEMNITY made between M/shaving its registered office atand place of business at.....

The Contractor, which expression shall include its successor and assigns of the one part and Additional Resident commissioner Madhya Pradesh Bhawan Chanakypuri, New Delhi 110021(herein under called 'the Owner') which expression shall include its successors and assigns of the other part WHERE AS the Owner has placed a Work Order No.on the Contractor for Hiring of Agency for Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services & Horticulture Services to Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi As specified in the said Contract.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In pursuance of the said agreement and in consideration of the promises the successful bidder hereby permits and acknowledges that the bidder holds section 7 special condition of contract and shall always hold clause 4.4.12 of contract.
2. The Successful bidder hereby assumes full responsibilities for the said supply of Hiring of Agency for Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services as per the agreement.
3. The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/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 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.
4. The Contractor at all times should indemnify the Client and the Government 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's Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law/act relating thereto and rules made there under from time to time. MP Bhawan Authority will not own any responsibility in this regard. The contract shall initially be valid for period of three years and may be extended further for such period on mutual agreement subject to satisfactory performance, on the same terms and conditions.
5. 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.
6. NOT WITH STANDING anything stated herein above, Contractor's liabilities under this Guarantee is restricted to the actual value as decided by the competent authority/courts and it will remain in force till completion of agreement plus two months /unless an action to enforce claim under the guarantee is filed against Contractor before the aforesaid date all Owner's rights under the said guarantee shall be forfeited and Contractor shall be relieved and discharged from all the liabilities there under.

Dated:

Signature and Seal of contractor

(N.B.: The above Indemnity Bond, duly signed and sealed by the authorized signatory of the Company on Rs. 500/- Non Judicial Stamp paper duly notarized, should be enclosed with Agreement)

HIRING OF AGENCY FOR HOSPITALITY, HOUSEKEEPING INCLUDING MECHANISED HOUSE KEEPING, BUILDING MAINTENANCE & HORTICULTURE SERVICES S at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi

4.1.TECHNICAL BID

Technical Bid			Page No.
<i>Annexure-4.1.1</i>	<i>Particular of Firm</i>		
4.1.1.A	Name of Firm		
4.1.1.B	Constitution of Firm		
4.1.1.C	Office Address		
4.1.1.D	Telephone/ Mobile Number		
4.1.1.E	Fax No.		
4.1.1.F	E-mail Address		
4.1.1.G	Alternative E-Mail Address		
<i>Annexure-4.1.2</i>	<i>Full Particulars of The Bankers Of Firm, With Full Address / Tel. No.(Attach Self Cancelled cheque)</i>		
4.1.2.A	Name of the Bank		
4.1.2.B	Bank Account Number		
4.1.2.C	IFSC Code		
4.1.2.D	Address of the Bank		
4.1.2.E	Telephone No.		
4.1.2.F	Fax No.		
4.1.2.G	E-mail address		
<i>Annexure-4.1.3</i>	<i>Registration Details of firm</i>		
4.1.3.A	PAN/TAN No.	Attach Photocopy	
4.1.3.B	GST Registration	Attach Photocopy	
4.1.3.C	E.P.F. Registration	Attach Photocopy	
4.1.3.D	E.S.I. Registration	Attach Photocopy	
4.1.3.E	Labour Department Registration	Attach Photocopy	
<i>Annexure-4.1.4</i>	<i>Details of Earnest Money Deposit & cost of Tender Fee</i>		
4.1.4.A	Amount (₹) as mentioned in bid document	Rs. 6,00,000/-	
4.1.4.B	Online payment receipt date	Attach photocopy	
<i>Annexure-4.1.5</i>	<i>Audited Balance Sheets as per eligibility criteria.</i>		
4.1.5.A	Audited Balance Sheets for,2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 (audited or provisional)	Attach Photocopy	
4.1.5.B	Certified copy of Chartered Accountant for turnover for FY 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 (audited or provisional)	Attach Photocopy	

Technical Bid			Page No.
4.1.5.C	Audited Profit and Loss Account Statement , 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 (audited or provisional)	Attach Photocopy	
4.1.6	Returns of Income Tax Department for last three financial years	Attach Photocopy	
4.1.7	Certification under the latest version of ISO 9001& 14001, SA 8000, ISO 18001/ 45001 Standards.	Attach Photocopy	
4.1.8	Experience certificates for completed work in Government Departments / Public Sector (Central or State) or any reputed organization	Attach Proof (Experience/ Completion Certificate)	
4.1.9	Experience certificate/ proof of ongoing works in Government Departments / Public Sector (Central or State) or any reputed organization	Attach proof	
4.1.10	Facility management services provided worth Rs. 4 crore. as required in clause 5.9.2.2(vii)	Attach proof	
4.1.11	Documents regarding Appreciation/ Feedback received from Government/ PSU/ others as required in clause 5.9.2.2(viii).	Attach proof	
4.1.12	Any other relevant document.	Attach proof	

Note: -All uploaded documents should be clear, legible, stamped and self-attested.

4.2 Details of Contracts

4.2.1 Details of the past contracts for Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services

Sr .No.	Name and Address of the organization / department	Name, Designation and Telephone / email/ Mobile No./ of the in charge officer	Details of contract	Number of Manpower deployed	Value of Contract (₹)	Duration of Contract		Type of organization (VVIP Govt. estb./ Govt./ PSU/ Embassy/ High Commission/ 5 Star Hotels/ others)
						From	To	
						DD/MM/YYYY	DD/MM/YYYY	
Additional information, if any								

Note :- (Relevant documents showing successful completion of work to be submitted as documentary proof.)

4.2.2 Details of the existing contracts for Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services

Sr. No.	Name and Address of the organization/ department	Name, Designation and Telephone / email/ Mobile No./ of the in charge officer	Details of contract	Number of Manpower deployed for Hospitality, Housekeeping including Mechanised Housekeeping Services and Horticulture Services.	Value of Contract (₹)	Duration of Contract		Type of organization (VVIP Govt. estb./ Govt./ PSU/ Embassy/ High Commission/ 5 Star Hotels/ others)
						From	To	
						DD/MM/YYYY	DD/MM/YYYY	
Additional information, if any								

4.2.3 Please furnish details of the workforce deployed by the firm under various contractual work obligations of the firm supported by a copy of payment confirmation receipt provided by Employees Provident Fund Organisation (EPFO) for the month of March, 2023.

..... (Please provide details).....

4.3 Details of Mechanised Housekeeping related Plant and Machinery

Sl. No	Name and Make of Machinery	Qty.	Nature of Use	Value (Apprx.)

The above formats may be used to provide requisite details and separate sheets may be used.

This is to certify that I/We have carefully read the contents of the Tender Document and fully understood all the terms and conditions therein and undertake myself/ ourselves to abide by the same.

Date
Place

Authorised Signature
Name
Seal

4.4 DECLARATION

(To be submitted on Rs 100/- non-judicial stamp paper duly notarized)

- 4.4.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 4.4.2 The rates quoted by me are valid and binding on me during the period of validity of the tender.
- 4.4.3 I, the undersigned hereby bind myself to the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi-110021 during the period of contract.
- 4.4.4 I abide to clause 5.11.10.5 in case of R2 bidder.
- 4.4.5 The Performance Security deposited by me shall remain in the custody of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi- 110021 till the expiry of the contract. The performance Security Deposit will not carry any interest.
- 4.4.6 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 4.4.7 I will be wholly responsible for providing Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi.
- 4.4.8 I shall be responsible to provide all statutory benefits i.e. EPF, ESI and Gratuity etc. to eligible employees employed by me.
- 4.4.9 I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labour Act 1970 and other Labour Laws applicable from time to time.
- 4.4.10 Should any lapses occur from me or on my workers part, while discharging the services, Madhya Pradesh Bhawan authorities may cancel my contract and award the work to another agency and the cost difference may be recovered from me.
- 4.4.11 **I declare that our firm has not been blacklisted by any Central/ State Department/Organisation.**
- 4.4.12 I agree that the decision of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi - 21 regarding acceptance/rejection of the Tender shall be final.
- 4.4.13 I indemnify MP Bhawan Authorities against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by me. (Indemnity Bond as per section 3 should be furnished by successful contractor on Notarized valid Non Judicial stamp paper of Rs 500/- at the time of Agreement).

Affirmation

- 4.4.14 I, _____ Son / Daughter of Smt/ Shri _____ Director /
Authorised Signatory of _____ affirm that I am competent to sign this
declaration and execute this tender document.
- 4.4.15 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 4.4.16 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: _____ Signature of Managing Director/ Authorized Signatory
Place: _____ Name: _____
Seal: _____

INSTRUCTIONS TO THE BIDDERS**5.1 GENERAL INSTRUCTIONS**

- 5.1.1 For the Bidding/ Tender Document Purposes, "Office of the Resident Commissioner, Government of Madhya Pradesh" shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 5.1.2 Tender Documents shall be downloaded from the website: www.mptenders.gov.in and submissions of bid in such download the form should be accompanied by non-refundable cost of tender form Rs. 5,000/-(Rupees Five Thousand only) to be paid online.
- 5.1.3 (i) 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.
- (ii) The bidders are advised to visit personally the work place i.e. Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi to acquaint themselves first hand, the services required before bidding. Ignorance of any kind will not be entertained later on.
- 5.1.4 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.
- 5.1.5 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Tendering Company/Firm/Tenderer.
- 5.1.6 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 requisite EMD or any other requirements, stipulated in the tender documents are liable to be rejected.
- 5.1.7 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:
- 5.1.7.a Members of a Hindu Undivided Family.
- 5.1.7. b Their husband or wife.
- 5.1.7.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)
- 5.1.8 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the client shall be the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, New Delhi.
- 5.1.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 5.1.10 The requirements of personnel and resources are tentative only and not exhaustive. These may increase or decrease at the sole discretion of the competent authority of the Client.

5.2 MINIMUM ELIGIBILITY CRITERIA

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

- 5.2.a Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of proprietorship, Partnership & Limited Company or a Private Limited Company registered under the Companies Act, 1956. **Bidder in the form of JV/consortium, is not permitted.**
- 5.2.b Registration: The Bidder should be registered with the Income Tax Department and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation, GST Department.
- 5.2.c Returns: The Bidder should also submit returns of Income Tax Department for last three years. Relevant proof in support shall be submitted.
- 5.2.d Certification: The Bidder should have certification under the latest version of ISO 9001, ISO 14001, ISO 18001/ 45001, SA8000 Standards.
- 5.2.e Experience: The bidder should have experience in the similar field of Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services as described in Section-8 of this contract in the Government Departments / Public Sector (Central or State) or any reputed organization of annual contract for any three years during last five years.
- 5.2.f Certified copy of Chartered Accountant for annual turnover not less than 60 Lakhs for last financial year 2021-22.
- 5.2.g The bidder has to submit the relevant satisfactory work experience certificates in similar field means comprehensive job executed in the field of Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services to the tune of total of 03 works of ₹ 80 Lakh each or 02 works of ₹1.0 crore each or 01 work of ₹ 1.60 crore in last 05 financial years.

5.2.1 Supporting documents for technical evaluation: -

- 5.2.1.i In proof of having fully adhered to the minimum eligibility criteria at 5.2(a), Photo Copy of Partnership deed & Certificate as issued by registrar of firms should be uploaded in case of partnership firm and Certificate of incorporation & online master data of company with details of directors should be uploaded in case of company and G.S.T. certificate is required in case proprietor firm.
- 5.2.1.ii In proof of having fully adhered to minimum eligibility criteria at 5.2(b), photo copies of PAN, GST Registration, Labour Registration, EPFO Registration and ESIC Registration.
- 5.2.1.iii In proof of having fully adhered to minimum eligibility criteria at 5.2(c), photo copies of Income Tax Returns of last three years from Income Tax Department.
- 5.2.1.iv In proof of having fully adhered to minimum eligibility criteria at 5.2(d), photo copies of certification under the latest version of ISO 9001, ISO 14001, ISO 18001/ 45001, SA8000 Standards.
- 5.2.1.v In proof of having fully adhered to minimum eligibility criteria at 5.2(e), photo copy of experience certificates for completed work / ongoing work awarded by the Government Departments / Public Sector (Central or State) or any reputed organization
- 5.2.1.vi In proof of having fully adhered to minimum eligibility criteria at 5.2(f), Certified copy of Chartered Accountant for annual turnover not less than 60 Lakhs for last financial year 2021-22.
- 5.2.1.vii In proof of having fully adhered to minimum eligibility criteria at 5.2(g), Relevant documents i.e. copy of work order & successful payment received/transaction details or completion certificate etc. to be submitted along with bid as documentary proof.
- 5.2.1.viii Attested photo copy of the Audited Balance Sheets of any three years during last five completed financial years i.e. for 2017-18, 2018-19, 2019-20, 2020-21, and Provisional or Audited Balance Sheet of 2021-22.
- 5.2.1.ix Attested copy of EPFO and ESI payment confirmation receipt in support of available manpower (duly submitted to EPFO and ESIC) in respect of the previous last quarter (January-March 2023) shall be acceptable

- 5.2.1.x Proof regarding organizations worked in support of clause 5.9.2.2(vi), facility management services provided to number of clients as required in clause 5.9.2.2(vii) and documents regarding Appreciation/ Feedback received from Government/ PSU/ others as required in clause 5.9.2.2.(viii).
- 5.2.1.xi Any other relevant document.

Note: -All uploaded documents should be clear, legible, stamped and self-attested.

5.3 EARNEST MONEY DEPOSIT:

- 5.3.1 The bid should be accompanied by an Earnest Money deposit online receipt ₹6,00,000/- (Rupees Six Lakh only) while applying for the tender.
- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 The bids without Earnest Money shall be summarily rejected.
- 5.3.5 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.
- 5.3.6 The bid security in the form of Earnest Money may be forfeited:
 - 5.3.6.a If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - 5.3.6 b In case of successful bidder, if the bidder
 - 5.3.6 b (i) Fails to sign the contract in accordance with the terms of the tender document
 - 5.3.6 b (ii) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - 5.3.6 b (iii) Fails or refuses to honor his own quoted prices for the services or part thereof.

5.4 VALIDITY OF BIDS

- 5.4.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.4.2 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.
- 5.4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5.5 PREPARATION OF BIDS

- 5.5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 5.5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- 5.5.3 Online Financial Bid: Bidder should prepare Online Financial Bid in the prescribed formats Provided in the Tender Document (Section-12).

5.6 SUBMISSION OF BIDS

- 5.6.1 Tender documents to be downloaded from the website: www.mptenders.gov.in and submission of Technical and Financial bids through e-tendering with non-refundable cost of the form ₹ 5,000/- (Rs. Five Thousand only) to be paid online.
- 5.6.2 In no case technical & financial bids would be received and accepted on by hand or in hard copy. Financial bid would be opened in respect of bidders whose technical bids are found qualified by the committee constituted for this purpose

5.7 BID OPENING PROCEDURE (Single Stage Two Envelope Systems)

- 5.7.1 It is compulsory that every bidder should visit the work place to get acquainted with work conditions as well as to attend the pre bid meeting. The pre bid will be held in the conference hall of Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi on scheduled date.
- 5.7.2 The Technical Bids shall be opened in the Conference Room of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi on 16/05/2023 at 15:00 hours by the Committee authorized by the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in the presence of such bidders or their representatives who may wish to be present.
- 5.7.3 The online financial bids of only those bidders whose Technical Bids are found qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 5.7.4 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 5.7.5 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 5.7.6 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.
- 5.7.7 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.
- 5.7.8 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.

5.8 CLARIFICATION ON BID EVALUATION. (Quality cum cost based selection)

- 5.8.1 The technical bids shall be evaluated based on the available online documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be through email.
- 5.8.2 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 evaluated on the basis of the document originally submitted.
- 5.8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 5.2
- 5.8.4 Similar work: - means comprehensive job executed in the field of Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services.
- 5.8.5 The Client shall follow single stage two envelope systems where the technical bid and financial bid shall be evaluated separately **based on quality cum cost based selection (QCBS)**

- 5.8.6 The Bidder with Rank One based on QCBS system will be selected using weightage of 70:30 for Technical and Financial bid respectively.
- 5.8.7 After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank-1, then Rank-2 and so on as per table under clause 5.11.9

5.9 TECHNICAL BID EVALUATION

- 5.9.1 The Client shall follow single stage two envelope system where the technical bid and financial bid shall be evaluated separately **based on quality cum cost based selection**
- 5.9.2.1 The technical bid evaluation shall be done based on the following criteria:
- 5.9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 200 marks, as per the criteria specified below:

Sl. No.	Items of Evaluation	Max. Marks	Marks Awarded
(i)	Number of Years in Operations	20	
(a)	3 to 5 Years	5	
(b)	Over 5 to 10 years	10	
(c)	Over 10 to 15 years	15	
(d)	Over 15 years	20	
(ii)	Net Worth (for the Financial Year 2021-22) in Rupees	25	
(a)	2 to 5 Crore	10	
(b)	Over 5 to 15 Crore	15	
(c)	Over 15 to 25 Crore	20	
(d)	Over 25 Crore	25	
(iii)	Turnover (Last Financial Year 2021-22) in Rupees	20	
(a)	60 Lakh to 5 Crore	5	
(b)	Over 5 to 10 crore	10	
(c)	Over 10 to 15 crore	15	
(d)	Over 15 crore	20	
(iv)	Number of Manpower on roll as on 31st March 2023 as per 4.2.2	20	
(a)	100-1000	05	
(b)	1001-2000	10	
(c)	2001-3000	15	
(d)	3001 and above	20	
(v)	Quality Related Marks	20	
(a)	ISO Certified (ISO 9001& ISO 14001)		
	i) Less than 5 years	05	
	ii) More than 5 years	10	
(b)	SA 8000	05	
(c)	OHSAS 18001/ ISO 45001	05	
(vi)	Organisations worked	30	
(a)	VVIP Government Establishments	14	
(b)	Government/PSUs (Central or State)	07	
(c)	Embassies, High Commissions & 5 star Hotels	07	
(d)	Others	02	

(vii)	Facility Management Services Experience value of 4 Crore during last five years (Completed or Ongoing) either category as under	15	
(a)	1 to 3 Clients	5	
(b)	4 to 5 Clients	10	
(c)	6 and above Clients	15	
(viii)	Appreciation/ Feedback received from Government/ PSU/ others	Max 10	
(ix)	Technical Presentation/ Methodology The bidders will be called for technical presentation of their similar types of works successfully executed and works in hand before the committee appointed by the Competent Authority. Based on their technical presentation, satisfactory replies to the queries raised by committee, the evaluation will be done. For better and efficient services & redressal of problems Committee will also discuss the availability of CMS (Complaint Management System) App. The committee will be free to visit the sites and obtain opinion from the various employers, as mentioned in the bidders technical documents.	Max40	
	Total Score	(i) to (ix)	

5.9.2.3 Bidder who fail to give presentation as per clause 5.9.2.2(ix) above, their bid will be treated as non-responsive.

5.9.2.4. A Bidder must secure minimum 5 marks in each of the abovementioned sub-sections (i) to (vi) in the table shown in the section 5.9.2.2 above in order to qualify for technical presentation.

5.9.2.5 Along with the requirement of clause 5.9.2.3, a Bidder must secure mandatorily a minimum total percentage of 60% marks out of 160 marks of subtotal of section (i) to (viii) through the marking system detailed in clause 5.9.2.2 above in Technical Evaluation in order to qualify for technical presentation.

5.9.3 Only the bidders who qualify in the technical evaluation stage shall be called for opening of financial bids. Client shall intimate to such bidders, the time/ venue for the financial bid opening by email who wish to be present at the time of opening of the financial bid

5.10 FINANCIAL BID OPENING PROCEDURE

5.10.1 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.

5.10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their companies.

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

5.10.4 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 if any.

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

5.11 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 5.11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 5.11.2 The total mark so obtained by a Bidder in the technical bid (as per 5.9.2.2) shall be allocated 70% of the total weightage (technical weightage) and the financial bids shall be allocated 30% of the total weightage (financial weightage), thereby making a total of 100% weightage for the complete bidding.

Illustration 1

If a Bidder has secured 140 marks out of the total 200 marks in technical evaluation as per section 5.9.2.2, it would be 70 i.e. $(140 \times 100 / 200)$ marks out of 100 and his technical evaluation value shall be: 49 i.e. $\{70\% \times 70\}$

- 5.11.3 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 79 i.e. (49 Technical Value + 30 Financial Value)

- 5.11.4 The financial scores of the other bidders (i.e. L-2, L-3...and 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

$30 \times 100 (\text{lowest prices-L1}) / 125 (\text{quoted prices} - \text{L2}) = 24 (\text{financial score})$ Therefore L-2 Bidder shall have total value of 73 (49 Technical Value + 24 Financial Value)

- 5.11.5 The Bidder's ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 5.11.6 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) R-1 shall be deemed as the successful Bidder.
- 5.11.7 After weighted scoring of both technical and financial bids, they will be combined to gather and ranked. Highest scorer will secure Rank- 1, then Rank-2 and so on.
- 5.11.8 The Bidder with Rank One based on QCBS system will be selected using weightage of 70:30 for Technical and Financial respectively.

5.11.9 An illustration of calculation is as under: -

Sr.	Name of the bidder	Technical Score secured *100/200	Weighted Technical Score(Col. C*0.70)	Actual Financial Bid Amount	Financial Score (Lowest Financial Bid Amount/Quoted Bid Amount)*100	Financial Score Weighted (Col. F*0.30)	Total score (Col .D+ Col. G)	Rank
A	B	C	D	E	F	G	H	I
1							Highest Score	R-1
2								
3								

5.11.10 Appointment of Selected Bidder(s)

Award Criteria.

- 5.11.10.1 The contract will be awarded to the successful bidder R-1.
- 5.11.10.2 In situation where two or more contractors/ bidders are at par with each other in respect of the total score obtained in 5.11.9 (column-H) after all the arithmetic and other checks are carried out, then the successful bidder shall be decided based on the highest value of sum of the average annual turnover of any three financial years during last five years as per clause 4.1.5.B submitted by the bidder.
- 5.11.10.3 After opening of financial bid from different bidders, R-1 will be declared successful bidder and R-1 will have to execute agreement first as **best value bidder** as per evaluation process of bid. R-2 shall be considered next successful bidder as per the action under the clause 5.12.3 of right of acceptance.
- 5.11.10.4 If R-1 fails to execute the contract within the stipulated time limit, then the E.M.D. of R-1 bidder will be confiscated and the competent authority reserves the right to award the contract to R-2 bidder on its quoted rates.
- 5.11.10.5 After the execution of contract, if the contract is terminated any time during the first 180 days of contract period under clause 6.14 of the contract, the competent authority reserve the right to award the work contract for the balance period to R-2 bidder on its quoted rates on same terms and conditions. R2 bidder will have to execute the contract and deposit Performance Bank Guarantee for the corresponding balance period of contract.
- 5.11.10.6 In case contract is terminated beyond 180 days in that case if R2 agrees to work on his quoted rates then the competent authority may ask to execute the contract for balance period on the terms & conditions as laid down in this NIT.

5.12 RIGHT OF ACCEPTANCE:

- 5.12.1 The Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi, reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and the decision of the Competent Authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in this regard shall be final and binding.

- 5.12.2 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.
- 5.12.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi reserves the right to award the contract to the next successful bidder.
- 5.12.4 The Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi may terminate the Contract if it is found that the Contractor is black listed effective on date of bid submission by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

5.13 NOTIFICATION OF AWARD BY ISSUANCE OF "LETTER OF ACCEPTANCE'

- 5.13.1 After determining the **best value** successful bidder, R-1, Client shall issue a Letter of Acceptance (LoA) in duplicate to him, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Seven (7) working days of receipt of the same by him.
- 5.13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 5.13.3 The time taken between the date of issue of LoA and Notice to Proceed (see clause 6.3) shall not prevent the contractor to mobilize the man power and its resources.

5.14 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 5.14.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned within seven (07) working days.
- 5.14.2 The Earnest Money Deposit of the bidders, except R-1, in the financial bid evaluation stage shall be returned within seven (07) working days, on award of contract to the Successful bidder
- 5.14.3 The Earnest money deposit of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids.
- 5.14.4 The Earnest Money Deposit of successful bidder shall be refunded after the requisite PBG is submitted by successful contractor before signing the contract.

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

GENERAL CONDITIONS OF CONTRACT (GCC)**6.1 DEFINITIONS**

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

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
EMD	Earnest Money Deposit
"M.P. Bhawan"	Madhya Pradesh Bhawan
Party	The word "party" means the Successful Bidder/Contractor to whom the work of providing Hospitality, Housekeeping including Mechanized House Keeping Services has been awarded and the Client "Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi.
PBG	Performance Bank Guarantee
PMEC	Performance Monitoring and Evaluation Committee
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for Hospitality, Housekeeping including Mechanized House Keeping & Horticulture Services in its premises.
Notice to Proceed	Shall mean the date at which the for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture 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 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 Hospitality, Housekeeping including Mechanized House Keeping & Horticulture Services in Client' premises has been awarded.

6.1.2 CONFIDENTIALITY

6.1.2.1 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.

6.1.2.2 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.

6.2 PERFORMANCE BANK GUARANTEE

6.2.1 Performance Bank Guarantee

- 6.2.1.a The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee issued by any nationalized bank, a **sum equivalent to ₹ 8,00,000/- (Rupees Eight Lakh Only) in favour of Additional Resident Commissioner,** Madhya Pradesh Bhawan, New Delhi, payable at New Delhi and has to keep such Bank Guarantee alive beyond two months of the contract period.
- 6.2.1.b The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi in the event of any breach or negligence or nonobservance 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 PBG and SD as may be considered by the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi 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.
- 6.2.1.c If the contractor is called upon by the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, Chanakyapuri, New Delhi to deposit PBG and the contractor fails to provide the PBG within the period specified. Then the EMD of the contractor shall be forfeited and may be barred for participating for future tenders for specified period of time at the discretion of the competent authority.
- 6.2.1.d On due performance and completion of the contract in all respects, the PBG will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the contractor.

6.3 NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to execute the contract by providing personnel, services etc. at the specified locations.

6.4 SIGNING OF CONTRACT

- 6.4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract in accordance with Section 11(Form -III) of the contract duly printed on Non Judicial Stamp of Rs. 100 duly notarized within 15 working days of receipt of LoA.

6.5 SERVICES REQUIRED BY THE CLIENT

- 6.5.1 The Contractor shall be providing Hospitality, Housekeeping including Mechanized House Keeping & Horticulture 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.
- 6.5.2 The Client shall pay the wages as agreed between the Client and the Contractor at the time of agreement subject to the recommendations of the Performance Monitoring and Evaluation Committee (refer clause 6.11) A schedule of wages shall be annexed to the

contract document after finalizing the amount at the conclusion of agreement.

- 6.5.3 The Contractor shall provide Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services in the Client's premises to its entire satisfaction.

6.6 COMMENCEMENT OF SERVICES

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

- 6.6.1 Submission of Performance Bank Guarantee in accordance with Clause 6.2 (Section-6).
- 6.6.2 The Contractor shall commence Hospitality, Housekeeping including Mechanised Housekeeping, Building Maintenance & Horticulture Services in Client's premises within 15 days from the date of receipt of Notice to Proceed as set out in Clause 6.3 (Section-6)
- 6.6.3 On commencement of the services, the contractor to ensure that he has taken over all the articles as per inventory prepared, and the same to be handed over back to the client after expiry of the contract in good condition. The contractor will also be responsible for all the inventories issued during the course of the contract. Any shortage or damages due to careless handling will have to be borne by contractor.

6.7 CONTRACTOR'S OBLIGATIONS

- 6.7.1 The Contractor shall provide Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services at Client's premises as per Schedule of Work / Requirements (Section-7) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 6.7.2 The Contractor shall provide Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services & Horticulture 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 (including but not limited to minimum wages, ESI & EPF etc.) shall be paid for by the Contractor.
- 6.7.3 The Contractor shall necessarily submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities along with details of names, EPF/ ESI account numbers, amounts deposited into each such account etc. month-wise for every month of performance under the contract within 2 months after the end of any month, failing which monthly payments shall be liable to be withheld.
- 6.7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time.
- 6.7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies exempted.
- 6.7.6 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.
- 6.7.7 The Contractor shall exercise adequate supervision to ensure performance of Services in accordance with Schedule of Requirements.
- 6.7.8 The Contractor shall issue identity cards / identification documents to all its personnel who will be instructed by the Contractor to display the same.
- 6.7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their

deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

- 6.7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its personnel 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.
- 6.7.11 The Contractor shall provide minimum of two sets of summer and one set of winter uniform to its personnel at its own cost. The uniform dress code to be got approved by authorities of M.P. Bhawan. The contractor will have to ensure that their personnel's are well groomed and in specified dress code during allocated duty hours.
- 6.7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc., and proof of the same needs to be submitted by the Contractor as per clause 6.7.3.
- 6.7.13 The Contractor shall submit a copy of wage sheet showing monthly wages paid to its personnel in the first week of the succeeding month for which the wages have been paid along with the monthly bill.
- 6.7.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 6.7.15 The Contractor shall not deploy any person below the age of 18 years old. Manpower engaged for the purpose should be pre-trained in requisite fields.
- 6.7.16 Contractor's Personnel.
 - 6.7.16.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client's premises at the Client's 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
 - 6.7.16.2 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
 - 6.7.16.3 The personnel engaged by the Contractor shall be dressed in approved neat and clean uniform with proper name badges and hand gloves (where ever necessary).
 - 6.7.16.4 The contractor will have to submit the police verification, vaccination certification and sound health certificate from recognized doctors of its employees before engaging them on duty at the premises as and when required.

6.8 CONTRACTOR'S LIABILITY

- 6.8.1 The Contractor shall completely indemnify and hold harmless the Client and its personnel 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 personnel engaged in the provision of the Hospitality, Housekeeping including Mechanized House Keeping, building maintenance & Horticulture Services to the Client.
- 6.8.2 The Contractor shall not be liable in any way whatsoever for any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly to the Client resulting from or in connection with any Act of Terrorism or War;
- 6.8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract to any other firm. 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.

- 6.8.4 The contractor will maintain a computerized feedback monitoring system, which will be administrated by the Client Authorities. The necessary Data Entry will be made by the contractor with regard to the feedback collected from the locations specified at any time by the client, and action taken by the contractor on a daily basis. Failure to do so will attract a minimum penalty of ₹ 500/- per occasion, while a repeated default will attract additional penalties.
- 6.8.5 The contractor will ensure that its persons are all time available on every floor and every area designated by the Client as per their duty charts for attending to guest calls/complaints etc., and they should attended immediately and satisfactorily to the same, and/or bring to the notice of authorities while also registering the complaints in the complaint register as prescribed or agreed to by the Client, ensuring their prompt compliance at the earliest and within the Turn-Around-Times decided or agreed to by the Client.
- 6.8.6 The Contractor at all times will indemnify the Client and the Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948 (The wage rate notified by Govt. of NCT of Delhi); Employer's Liability Act,1938; the Workmens' Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act,1961; Delhi Shops and Establishments Act or any modification thereof or any other law/ Act relating thereto and rules made there under from time to time, with regard to the performance of this contract, and the Client/ MP Bhawan Authorities shall not own any responsibility in this regard.
- 6.8.7 The Agency is required to make the payment of monthly minimum rates of wages notified by Delhi Govt. vides its orders/instructions for time to time.

6.9 CLIENT'S OBLIGATIONS

- 6.9.1 Except as expressly otherwise provided, the Client shall, at his own expense, provide the material and facilities reasonably expected of him, which shall not include those to be provided by the Contractor under this contract as detailed in the various portions of this contract including but not limited to Section 8 "Scope of Work", Section 9 "Other Works", Section 10.1 "Resources Requirement".
- 6.9.2 The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's personnel or agents in connection with the Services as soon as possible after the Client becomes aware of them. The Client will consider to fulfill the recommendations (if any), if deemed appropriate and necessary by the Client, made in writing by the Contractor in connection with the performance of this contract in this context.
- 6.9.3 The Client shall make available such officials/ staff as are considered necessary and required in order to enable the Contractor to properly provide the Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services under this contract, and he will suitably consider to fulfill the recommendations (if any), if deemed appropriate and necessary by the Client, made in writing by the Contractor to him in this regard.
- 6.9.4 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-employer relationship with any of the workers of the Contractor or with the Contractor himself.

6.10 VALIDITY OF CONTRACT

- 6.10.1 The contract, if awarded, shall be initially for a *period of one year renewable up to 3 years 11 months* subject to review on annual basis from the date of award of the contract, subject to continuous satisfactory performance monitored as evaluated by a Performance Monitoring and Evaluation Committee (PMEC) referred to clause 6.11 of Section-6 of this contract, and to acceptance by the competent authority of the Client of the recommendations of the PMEC. 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 and legal actions for black listing etc. as considered suitable and required by the Client, solely at the discretion of the competent authority of the office of the Client.
- 6.10.2 The contract shall initially be valid for period of 03 years 11 months and may be extended further for 2 years on annual basis by competent authority subject to satisfactory performance, on the same terms and conditions.

6.11 PERFORMANCE MONITORING AND EVALUATION COMMITTEE (PMEC)

- 6.11.1 There shall be a Performance Monitoring and Evaluation Committee (PMEC) constituted by the Resident Commissioner.
- 6.11.2 The Committee will meet at least once in a year during the 10th month of every year of the contract. The Committee will meet to monitor the performance of the contract, evaluate the minimum wage hike and assess the liquidated damages (Clause 7.9) as and when required. The Committee shall record its recommendations in a speaking manner with full justification and reasoning as reasonably required. The Committee will give appropriate opportunity to the Contractor before giving any recommendation to the Resident Commissioner.
- 6.11.3 The benchmark of the assessment by the PMEC shall be as per the conditions of this contract.

6.12 PAYMENTS

- 6.12.1 The Contractor shall raise his invoice per month and submit the same to Client by 7th day of every following month. The Client shall make all endeavors to make payments within 15 to 20 days from the date of the receipt of the invoice from the Contractor subject to providing of all required documentary support by the Contractor, the satisfaction of the Client about the claims and the quality of performance by the Contractor, and the applicability of the various clauses of this contract to the same.
- 6.12.2 The Contractor shall pay wages to the staff directly to their bank accounts by 7th of each month and should in no way be linked to the payment of bills raised on Client.
- 6.12.3 The cost of the Contract shall remain valid for a period of 3 years & 11 months, subject to recommendations of Performance Monitoring and Evaluation Committee (PMEC) and subsequently, to the approval of the competent authority of the Client on yearly basis and as and when required.
- 6.12.4 With reference to Clause 7.7 of this contract, in addition to the contract payments, the Client shall pay for additional services outside the agreed scope of work and the agreed scope of performance of this contract, if any, asked for by the Client and provided by the Contractor, at any time. The payment for the variation shall be worked out on the basis of contract rates for personnel and on pro rata basis for materials, equipment, toiletries, etc.

The decision of Resident Commissioner in this regard will be binding on both the parties.

- 6.12.5 All payments shall be made in Indian Currency by mode of Bank ECS.
- 6.12.6 Client shall be entitled to deduct in accordance with applicable law, Income Tax or other deductions 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.
- 6.12.7 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 this contract.

6.13 FORCE MAJEURE -OBLIGATIONS OF THE PARTIES

- 6.13.1. "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:-

- 6.13.1.i War, hostilities, invasion, act of foreign enemy and civil war;
- 6.13.1.ii Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- 6.13.1.iii Epidemics, quarantine and plague;
- 6.13.1.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:

- 6.13.2 The date of commencement of the event of Force Majeure;
- 6.13.3 The nature and extent of the event of Force Majeure;
- 6.13.4 The estimated Force Majeure Period,
- 6.13.5 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.
- 6.13.6 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.
- 6.13.7 Any other relevant information concerning the Force Majeure and/ or the rights and obligations of the Parties under the Contract.

6.14 TERMINATION

- 6.14.1 The Contract may be terminated forth with by the Client by giving 30 days written notice to the Contractor in any of the following conditions: -
 - 6.14.1.a This Contract may be terminated by the competent authority by giving written termination letter to the Contractor if, the Contractor is in material breach of its obligations under this contract and/ or, in the case of such breaches capable of being remedied fails to remedy that breach, within two days of receiving notice of such breach.
 - 6.14.1.b The PMEC so recommends, and the same is accepted by the Resident Commissioner.

- 6.14.1.c 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.
- 6.14.1.d The Contractor does not provide Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services satisfactorily as per the requirements of the Client or / and as per the conditions of the contract.
- 6.14.1.e The services of the Contractor are not required by the Client.
- 6.14.1.f The Contractor goes bankrupt and is declared insolvent.

6.15 CURRENCIES OF BID AND PAYMENTS

- 6.15.1 The Bidder shall submit his price bid / offer in Indian Rupees (INR) and payments under this contract will be made in Indian Rupees (INR).

6.16 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 6.16.1 The contractor shall be responsible for all rules/regulations/ instruction of central and state Government, that will be applicable and issued during the course of contract.
- 6.16.2 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 terms may be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- 6.16.3 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.

6.17 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-in-law), sister(s) and sister's husband (brother-in-law)

6.18 INSOLVENCY

The competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, New Delhi 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 provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

SPECIAL CONDITIONS OF CONTRACT (SCC)

The special conditions of Contract shall prevail and supplement the "Instructions to the Bidders" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

7.1 INDEMNIFICATION:

- 7.1.1 The Contractor is solely liable to fully indemnify and keep Client indemnified against all losses/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 labour and employment laws 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 company by way of initiating suitable legal litigation against the Contractor at any point of time.
- 7.1.2 The Contractor at all times will indemnify the Client and the Government on a Rs. 500/- stamp paper duly notarized 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 Workman's' Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law/act relating thereto and rules made there under from time to time. MP Bhawan Authority will not own any responsibility in this regard. The indemnity bond, as prescribed by M.P. Bhawan Authorities, will have to be furnished by the contractor.

7.2 LABOUR LAW COMPLIANCES

- 7.2.1 The engagement and employment of laborers' 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.
- 7.2.1.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.
- 7.2.1.b It is mandatory that the employees must be paid through bank by ECS/cheques.
- 7.2.1.c It shall be the duty and responsibility of the Contractor to ensure that the wages / remunerations to any of the persons deployed by him in or in relation to Client premises are not paid lesser than the statutory minimum wages as applicable with regard to each such person at any point of time during the Contract period. It shall also be the duty & responsibility of the Contractor to ensure full compliance with laws, rules and government guidelines relating to EPF, ESI, Bonus, Leave etc. and any other relevant and applicable labour and other laws with respect to each of the persons deployed by him (contractor) in or in relation to the work and/ or the premises of the Client.
- 7.2.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

- 7.2.3 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.
- 7.2.4 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.
- 7.2.5 The Contractor shall submit periodical returns as may be specified from time to time.

7.3 OFFICIAL RECORDS:

- 7.3.1 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 for the work.
- 7.3.2 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-avis action taken etc.
- 7.3.3 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 personnel with Certificate that the same have been deposited with ESIC/EPFO Commissioners.
- 7.3.4 Each monthly bill must accompany the:
 - 7.3.4 (a) List of employees with their date of engagement
 - 7.3.4 (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.
 - 7.3.4 (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC with details of names, account numbers, depositions etc.
 - 7.3.4 (d) Declaration of the Contractor regarding payment of EPF /ESIC.
- 7.3.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the personnel.

7.4 CODE OF CONDUCT:

- The Contractor shall strictly observe that its personnel:
- 7.4.1 Are trained in and exhibit manners and etiquettes as per standard norms of 4 and higher star hotels.
 - 7.4.2 Are always smartly turned out and vigilant.
 - 7.4.3 Are punctual and arrive at least 15 minutes before start of their duty time.
 - 7.4.4 Take charges of their duties properly and thoroughly.
 - 7.4.5 Perform their duties with honesty and sincerity.
 - 7.4.6 Read and understand their post and site instructions and follow the same.
 - 7.4.7 Extend respect to all Officers and staff of the office of the Client.
 - 7.4.8 Shall not drink alcohol or be inebriated or intoxicated under influence of liquor or drugs of any kind while on duty, and not chew tobacco or smoke or come drunk and report for duty.
 - 7.4.9 Will not gossip or chit chat while on duty.
 - 7.4.10 Will never sleep while on duty post.
 - 7.4.11 Will not read newspaper or magazine or watch TV while on duty.
 - 7.4.12 Will immediately report if any untoward incident misconduct or misbehavior occurs, to Vendor Control and the Client.
 - 7.4.13 When in doubt, approach concerned person immediately.

- 7.4.14 Get themselves checked by security personnel whenever they go out.
- 7.4.15 Do not entertain visitors.
- 7.4.16 Shall not smoke in the office premises.
- 7.4.17 Report any suspicious activity having security implication to the Client's representative at site.
- 7.4.18 Deposit their mobile phone with the designated office of the contractor while they are on duty.

7.5 CONFIDENTIALITY

- 7.5.1 The phone number and movement plans of the client shall not be given to anyone.
 - 7.5.1.1 The following information about the Client or of any of his officer (s)/ official(s) or of the guests or the visitors to the premises shall not be given to anyone.
 - 7.5.1.1.1 Car make, color and number of the vehicle(s).
 - 7.5.1.1.2 Telephone no/ any other information.
 - 7.5.1.1.3 Location and movement plans.
 - 7.5.1.1.4 Meetings and conference schedules.
 - 7.5.1.1.5 Site plan of the premises.
 - 7.5.1.1.6 Travel details of the clients.
 - 7.5.1.1.7 Assets of the office.

7.5.2 FRISKING/ CHECKING PROCEDURES

All contractor's staff will be thoroughly frisked at the time of entry and their leaving the premises.

7.6 SUPERVISION AND MISCELLANEOUS REQUIREMENTS

- 7.6.1 The Contractor shall depute full time Manager/ Assistant Manager and Supervisors in Client's office, who shall ensure that all the duties as may be assigned differently by the Client to various categories of personnel are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 7.6.2 The Contractor's Manager or Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 7.6.3 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 personnel are fulfilled through Contractor or its Supervisor.
- 7.6.4 The Contractor shall ensure that the Supervisors are not below the level of Executive-HR who are well versed with all HR related requirements and who should be prompt enough to initiate all required action.
- 7.6.5 The persons deployed by the Contractor should be properly trained, have requisite Experience and skills for carrying out a wide variety of housekeeping, building maintenance and other works as expected under this contract using appropriate materials and tools/equipments.
- 7.6.6 The Contractor should ensure the Health and safety measures of the employees. M.P. Bhawan may also conduct health checks of the staff deployed at regular intervals.
- 7.6.7 The Contractor will be responsible for supply/ installation/refilling/maintenance of all such items/equipments/ consumable used in guest rooms and other areas for housekeeping purposes.

- 7.6.8 The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- 7.6.9 In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by M.P. Bhawan besides annulment of the contract.
- 7.6.10 The Contractor must provide standard liveries to its housekeeping staff/supervisors/managers. The staff shall be in proper uniform and shoes duly approved by M.P. Bhawan Authorities and with their identity cards properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of Additional Resident Commissioner.
- 7.6.11 The Client will provide only space for setting up a control room of the Contractor in the premises. The control room will have seating arrangements for the Manager/ Assistant Manager and/or Supervisor. The contractor will arrange for all other items, viz, computer work station with printer, time keeping machine/ biometric, computerized inventory of stores computerized daily duty roster chart, etc. The housekeeping and maintenance staff will first report to the Manager/supervisor in the control room and subsequently deployed for duty after having been checked for liveries, upkeep, issue of material and equipment's, etc.
- 7.6.12 The Client will provide space for a store room to the Contractor in the premises. The storekeeper/supervisor deployed by the contractor will store all their liveries, materials, equipment's in the store room and maintain a computerized record of the stores which shall be opened to inspection by M.P. Bhawan Authority staff during working hours.
- 7.6.13 The Client will ensure that the office rooms, conference rooms, halls etc. are open at designated hours for cleaning/housekeeping work.
- 7.6.14 During the course of contract any communication made by the client to the contractor by post/courier/speed post/E-mail/ hand delivery will be deemed to be delivered to the contractor.
- 7.6.15 The Contractor will be bound not to change the trained staff once engaged from the premises without the prior permission of the Client, and this is not until and unless it becomes very necessary. In any case, however, frequent changes will not be permitted.
- 7.6.16 The Contactor shall:
- 7.6.16.a. Ensure insect/ Pest/Animal and Rodent and foul smell/odor free environment in the premises along with periodical and as per requirement fumigation of the premises.
 - 7.6.16.b. Provide tissues boxes in all rooms and general toilets.
 - 7.6.16.c. Provide toiletries, liquid soap, jumbo toilet roll etc. in wash rooms, toiletries, C-Fold Towel, Jumbo Roll, Soap etc. in all designed wash rooms and environment friendly garbage bins/bags, etc. in all work station wash rooms and pantries.
 - 7.6.16.d. Ensure that their manager/ supervisor are equipped with working mobile phone. If required they will be asked to be on duty beyond their normal duty hours.
 - 7.6.16.e. Arrange for garbage disposal vehicle, bins and other material required for segregation and disposal of waste in a professional manner.
 - 7.6.16.f. Provide Waste Management Services when applicable including all equipment, disposables containers, trolleys etc. complete in all respects.

- 7.6.16.g Plan; manage collection, mechanized screening/segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco-friendly manner. The Contractor will arrange for required resources, including manpower, machinery, disposal bags, bins, van, etc. The contractor will also ensure that the garbage collection work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.
- 7.6.17 All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Additional Resident Commissioner.
- 7.6.18 The Contractor or its representative/s shall meet House Manager regularly to take feedback regarding the Housekeeping services. The Contractor will also maintain a suggestion book for comments on the services rendered by it from the guest.
- 7.6.19 Measure of success will be based on the feedback from the guests and staff which will be recorded and action report needs to be submitted every month by the Contractor.

7.7 VARIATIONS

The competent authority of the Client may order variations in the scope or quantum of work through a written variation order. By doing so the Client may ask the Contractor for additional services of same or similar nature as already assigned to the Contractor by this contract, but outside the agreed scope of work and the agreed scope of performance of this contract, at any time, or may even reduce the scope or quantum of the contract if he so deems appropriate and/ or required.

The payment for the variations shall be worked out on the basis of contract rates for personnel and on pro rata basis for materials, equipments, toiletries, etc.

7.8 PAYMENT PROCEDURE

Bill will be raised in the first week of the succeeding month in triplicate. Payment of the bill will be based on computerized print outs in standardized proforma approved by the Client along with computer generated attendance sheet in respect of the persons deployed.

7.9 LIQUIDATED DAMAGES

Whenever and wherever it is found that the services provided by the Contractor is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by the Client and if no action is taken to restore the damages to the satisfaction of the Client, the liquidated damages, as recommended by competent authority, shall be recovered. The decision of Resident Commissioner shall be final in this regard.

7.10 MANPOWER

- 7.10.a. Any misconduct/misbehavior on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to MP Bhawan Authority. The penalty in this respect shall be as per the penalty clause 7.13.
- 7.10.b. The Contractor should ensure to maintain adequate number of personnel and also arrange a pool of standby housekeeping, maintenance staff/supervisor. In case any housekeeping, maintenance staff/supervisor absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of housekeeping

staff. If the required numbers of workers/supervisor/manager are less than the minimum required, penalty as per the penalty clause 7.13 will be levied.

7.11 MATERIALS

Any deviation in the material quality and quantity quoted will invoke penalty as decided by the competent authority. For proper maintenance, suitable cleaning material which are environment friendly, not harmful to humans and property should be used.

7.12 RISK CLAUSE

- 7.12.1 The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement.
- 7.12.2 MP Bhawan Authority reserve the right to get the work done on its' own or by any other agency at the cost, risk and responsibilities of Contactor and excess expenditure incurred on account of this will be recovered by MP Bhawan Authority from the Contractor Security Deposit or pending bill or by raising a separate claim.
- 7.12.3 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the M.P. Bhawan and shall not knowingly lend to any person or company any of the effects or assets of the M.P. Bhawan under its control.
- 7.12.4 In the event of loss/damage of equipments etc. at the premises of the Government due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to Government.
- 7.12.5 The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the Government's premises and shall indemnify Government for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- 7.12.6 The Contractor shall not assign or sublet this Agreement or any part thereof to any third party without the approval of the M.P. Bhawan. However, he may use the services of associates for providing the services in which case the contractor shall be responsible for the performance and all acts of the associates as though they were his own.
- 7.12.7 In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities of the Sub Contractor/Associate.
- 7.12.8 Appointment of Supervisors will be done in consultation with Additional Resident Commissioner and must be approved by them.
- 7.12.9 Training on behavior aspects, ethics and related issues must be done regularly. Government's/Client's ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- 7.12.10 Licenses/ permissions/ registrations etc. if any required for Housekeeping and maintenancce services at the Site will be procured by the Contractor.

7.13 PENALTY CLAUSE

The Contractor will be penalised for the breach of its liabilities as below:-

S.N.	Description	Minimum Penalty
7.13.1	Absenteeism of the staff	Rs.500/- per each absenteeism & the amount of the pay for the period of absenteeism
7.13.2	Non availability of cleaning material	The cost of the materials with additional 10% administrative charges
7.13.3	Non-functioning of equipments/maintenance tools (beyond 24 hours for minor repairs and 72 hours for major repairs) which are supposed to be provided by the contractor	Rs.1,000/- per day per instance
7.13.4	Misconduct/disobedience/without uniform	Rs.500/- per day per instance
7.13.5	Non-compliance of the complaints conveyed 1. Minor complaint- to be attended within 2 hours 2. Major complaint- to be attended within 24 hours	Rs.500/- per day per instance
7.13.6	Damage to the property/equipment etc. caused due to the negligence of its staff	The actual cost of repair/ replacement with additional 10% of the cost incurred on repairing/ replacement will be charged as administrative cost
7.13.7	Violation of any clause or sub-clause or its portion in this contract	Rs.1,000/- per instance
7.13.8	If any equipment listed in the clause no. 10.1.2 is not provided	Rs. 1,000/- per day per equipment

Signature of tenderer with seal

8. Scope of work

The scope of work involves the following activities:-

- 8.1 Hospitality**
- 8.2 Housekeeping**
- 8.3 Horticulture**
- 8.4 Store, records and supervision.**
- 8.5 Building maintenance**

ACTIVITY -1

8.1 HOSPITALITY

"Feel Comfortable" being the motto of the organization and make the guest feel at home away from the home, the each staff is expected to extend the best possible hospitality to the valued guests including but not limited to:-

- 8.1.1 Welcoming the guest at the reception counter and registration.
- 8.1.2 Offering a glass of water.
- 8.1.3 Offering a seat at the lobby.
- 8.1.4 The room boy is asked to carry the luggage along with the room key while escorting the guest to the allotted room and settling the guest in the room.
- 8.1.5 Value the guest's time. Do not make them to wait for a long period.
- 8.1.6 To enquire from staying guests on daily basis (morning and evening), for any services required by them and to resolve any complains made by the guests. This record to be kept by supervisors and monitored by the manager.

ACTIVITY -II

8.2 HOUSEKEEPING

- 8.2.1 Aim and objective**
- 8.2.2 Area of operation**
- 8.2.3 Type of service**
- 8.2.4 Schedule of service**
- 8.2.5 Pest and rodent control**
- 8.2.6 Monitoring and control**

8.2.1 AIM AND OBJECTIVE

The aim and objective is to provide a high level of a clean, hygienic and presentable atmosphere to the entire area. Pre designated managers / supervisors of the contractor will supervise the awarded work. The contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by the MP Bhawan Authority. Client will monitor the entire work and staff deployed by the selected tenderer.

8.2.2 AREA OF OPERATION (Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi)

Brief description of Building

Total Plot Area **4004.06 sqm.**
Total Built-up Area **5812.17 sqm.**
Height of the Building **17.50M (Approx)**
AREA OF OPERATION

Type of Accommodation	No. of Rooms
VVIP Suite	02
VIP Suite	08
Rooms	50
Dormitory/ Staff Quarters/ Offices	11

Besides this, there is a Kitchen, Restaurant, Conference Hall, Lobby and Reception. The contractor is also responsible for the cleaning of entire premise including building, public area, outer area, foyer, complete basement, roof, staff lockers, general toilets, electric panel room, generator room and store area etc meaning whole of the building including premises besides outside adopted park of DDA, service lane and other appurtenant area.

8.2.3 TYPES OF SERVICE

There are two types of services:-

1. Non- mechanised
2. Mechanised

8.2.3.1 NON-MECHANISED

8.2.3.1.(a) Scope of Work of Room Attendant

1. Dusting of the room and its furniture and fixtures shall include but not limited to complete removal of all dry and wet dust, dirt and stains from the walls, floors, ceilings, doors, handles and knobs, switches, equipments (including Fridge, T.V., Remotes, Setup Box, Telephone), table lamps, almirah, bed headrest, wall hangings and pictures, tube lights, fan, A.C. grill, dressing mirror.
2. Room Attendant will do complete cleaning on regular basis of all window tracks, window frames and glasses.
3. All the window panes will be cleaned by the Room Attendant.
4. Water Glasses, Coffee Mugs, Tea Kettle, Water Thermos and tray will be cleaned by the Room Attendant.
5. Curtain of the rooms will be tied by the Room Attendant. In case of any curtain hook is not tied, it is to be properly fixed by him.
6. Making the beds as per standard norms and procedure and as instructed by the client.
7. Room Attendant will ensure that before check-in of the guests, the room is in perfect order.
8. Room Attendant will ensure the fresh bed sheet; fresh pillow cover and fresh towels are provided before the check-in of the guest in the room.
9. Room Attendant will also ensure that no Stained or Turned Linens are used in the rooms.

10. Room Attendant will ensure that all the soiled Linen is removed from the rooms.
11. Toiletries including Liquid Soap, Toilet Soap, Tissue Box and Toilet Roll must be available in the rooms, to be provided by the agency.
12. Room Attendant will also ensure that the T.V. remote and A.C. remote is available in working condition with adequate battery (batteries to be provided by the client).
13. All the equipment i.e. Fridge, T.V., Telephone, bedside lamp will be cleaned every day and ensure proper working of the equipment will be ensured.
14. If any used crockery, cutlery is lying inside the rooms it should be removed immediately from the room and kept in floor pantry not in the corridor.
15. Porting of luggage of the Guest at the time of check-in/checkout.
16. Providing drinking water in the guest room.
17. At the time of checkout the room attendant should ensure the belongings of the room are intact, otherwise report at the reception.
18. Room attended will respond to the Guest call and attend their requirement.
19. Room attendant to be soft spoken and quick to the Guest requirements.
20. Any other work as may be assigned.
21. Room attendant will report of any short comings in the Guest room to supervisor and will ensure their rectifications.
22. One attendant in each shift will be on duty in the floor pantry to attend the guests calls and ensure that the guests demands / requests are catered without delay by communicating to the concerned departments.

8.2.3.1.(b) Scope of Work of Houseman/ (Safai Karamchari)

1. Houseman will ensure the cleaning of the rooms.
2. Room Cleaning will include sweeping/ mopping of the rooms daily and washing of the rooms, if required.
3. The dustbin lying inside the rooms and in the bathroom will be cleaned every day by disposing the garbage as instructed.
4. Biodegradable Bin Liners of the dustbin will be changed every day and after checkout of the guest.
5. In bathroom, Houseman will do and ensure the absolute and sanitize cleaning of the toilet seat, wash basin and complete washing area and after been satisfied for the same, put paper band indicating "sanitized" on toilet seat every day.
6. Shower curtains will be cleaned every day.
7. All the sanitary fittings, glasses, mirrors will be cleaned every day and polished if required.
8. All the tiles of the bathroom will be cleaned every day.
9. Plastic wares lying in the bathrooms i.e. Bucket, Mug, Bath Stool, Dustbin etc. must be cleaned and dried before the arrival of the guests.
10. The guest toilet drain should be cleaned everyday with Dranex or similar material.

8.2.3.1.(c) Scope of work for Supervisor

1. Supervise and control the staff working under him.
2. Effective utilization and deployment of the staff.
3. Preparing of Monthly Duty Rosters in consultation with the management.
4. Maintaining discipline of staff under his control and to be firm regarding rules and regulations.
5. Ensure that the staff under him are well groomed and properly turned out and in the prescribed uniform. The uniform, shoes etc. of the staff must be completely clean and free of bad odour at all time.
6. Recommending of staff leave.
7. Responsible for cleanliness and maintenance of all public area, staff area, office floor and guest room. Checking and cross checking the said area.
8. Ensure upkeep and maintenance of all furniture, fixtures and fittings.
9. Report all maintenance complaints to Engineering Department and ensure that all complaints are rectified timely.
10. To maintain standard stock levels of linen, cleaning materials, guest supplies etc.
11. Responsible for maintaining all records and books as specified and checking records maintained by Room Attendants.
12. Helping staff in peak hours or in case of staff shortage whenever needed.
13. Supervision of staff to ensure the prescribed work methods are being used.
14. Responsible for communication with other departments.
15. Responsible for imparting training to staff on regular basis as per standard norms prevailing in Star Hotels and per requirement of the client.
16. Recommending articles/ linen etc. for condemnation.
17. Responsible for handling untoward incidents, attendants to guest complaints pertaining to housekeeping.
18. Responsible for depositing/ recording lost and found articles.
19. Any other duties incidental and ancillary to the above duties, or job entrusted by management.
20. The MTS(Building maintenance supervisor) engaged by the contractor should have knowledge of operating lifts, fire system etc.

8.2.3.1. (d) Scope of work for Manager

1. He is the link between management and the contractor.
2. Responsible for the coordination with all the departments.
3. Ensure enrolment of well trained staff.
4. Training of staff on regular basis as per standard norms prevailing in Star Hotels and per requirement of the client.
5. Act to the complaints received or registered from guests, reception or office.
6. Ensure housekeeping and engineering stock supply timely and qualitatively.
7. Respond timely to the job assigned by the management from time to time.
8. Effective control on supervisor and staff employed by the agency.
9. Ensure proper staffing in each shift in consultation with management.
10. Ensure submission of monthly bill with all relevant records/ documents timely.

11. The manager is responsible for maintaining the room history register.
12. Will inform promptly the management in case of any unusual incident/ accident occurs.
13. The manager will responsible to take care of the inventory and articles issued to the contractor from time-to-time by the client and ensure their safeguards and returning them to the client in good condition prior to the closing of the contract period. The cost of shortage and damaged articles, so issued, will be recoverable from the contractor, if any.

8.2.3.2 MECHANISED

S.No.	Machine	Work	Area	Frequency
1.	Wet and Dry Electrical Scrubbing Machine	Scrubbing and Polishing	Corridors, Staircase, Flooring of Kitchen, Dining Hall, General Toilets and Rooms	Weekly& as and when required
2.	Electrical High Pressure Jet	Cleaning	General and Room Toilets, Kitchen, Pantry, Dining Hall, Outer walls, Basement, Sewer line etc.	Weekly & as and when required
3.	Electrical High Pressure Steam Machine	Cleaning	All Toilets, Kitchen, Outer Walls, Laundry Area, floors skirting and wherever deep stains removal is required or as instructed by the client etc.	Weekly & as and when required
4.	Walk Behind Sweeper	Cleaning and Moping	Drive-in, Outer Premises, Basement etc.	Daily& as and when required
5.	Electrical Vacuum Cleaner	Dry Cleaning	Curtain, Sofa, Mattress etc.	Quarterly& as and when required
6.	Cleaning kit with telescopic rod etc.	Façade cleaning & glass cleaning	Outer walls and glasses inside and outside of the building etc. up to the height of 15 feet from each floor of the safe working platform/ base wherever available.	Monthly& as and when required

It will be the responsibility of the contractor to carry out mechanical housekeeping with full safety and security, thereby ensuring that there is no untoward accident in or near the premises of the client.

8.2.4 SCHEDULE OF SERVICES

It is clarified that the services included daily, weekly, monthly schedules would also be required to be carried out at greater frequency, if the need for the same arises or if the client so direct.

The schedule of services is categorized under three sub headings namely:-

- 8.2.4.1 Daily Services
- 8.2.4.2 Weekly Services
- 8.2.4.3 Monthly Services
- 8.2.4.3 Periodical Services as and when required

8.2.4.1 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 the time, working hours should be adjusted in such a manner that cleaning work do not cause inconvenience to the guests.

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 (such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc.) Kitchen & Pantry.
2. Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, mini conference hall, office rooms, meeting rooms, security office and other areas as covered in the contract.
3. Cleaning of dustbins, wastepaper bins, cob-webs, etc. and disposing off all the collecting refuse at designated site on daily basis.
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. Spraying Room Fresheners in all rooms on a daily basis at regular intervals. Room Freshener to be provided by the agency.
6. Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
7. 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.
8. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
9. Placing biodegradable garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
10. Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
11. Cleaning, dusting, scrubbing of pantries, reception, security rooms, halls, conference rooms etc.
12. Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains etc. as directed by the M.P. Bhawan Authorities.
13. Waste Disposal Management

The contractor will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of biodegradable and non-biodegradable garbage. Finally, the contractor will arrange to suitably transport and dispose garbage from the earmarked area to the nearest corporation garbage collection centre.

The contractor shall keep suitable sized and specification bins at the collection area.

The contractor will employ his staff for the collection / disposal work. The garbage will have to be disposed off at least twice a day and as and when required. The contractor will also arrange for the biodegradable garbage bags, prepare a flowchart indicating the method of collection / disposal, etc.

8.2.4.2 Weekly Services

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

- a. Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- b. 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.
- c. Cleaning the façade walls/glasses etc. upto the height of 15 feet from each floor of the safe working platform/ base wherever available.
- d. Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- e. Cleaning of all windows glasses and grills with detergents / cleaning agents.
- f. Washing of outside area, basements, car parking etc. with High Pressure Jet Machine.
- g. Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.

8.2.4.3 Monthly services

It includes kitchen exhaust hood, duct cleaning, ceiling of all porches & facade cleaning etc.

8.2.4.4 Periodical Services as and when required

Italian Marble floors provided in 02 VVIP suites has to be periodically grinded, polished as per required specification as and when required.

8.2.5 PEST AND RODENT CONTROL SERVICES

(The contractor shall execute these services through licensed agencies only)

- a. The Contractor shall take effective measures for Rodents, Termite, General Pest, Bed Bugs, Insects, Mosquitoes etc. and Disinfection Services including fogging etc. in the area under contract through authorized/licensed agency.
- b. The contractor shall use chemicals that are harmless to humans and machines and are of WHO specifications. Further, the chemicals should not leave any spot in the treated area; MSDS report of these chemicals should also be attached.
- c. The contractor will be responsible for any damage to human / machinery by any chemicals used by him. Any damage caused to machinery / books due to rodent and disinfection services in the areas covered under contract shall be made good by the contractor.
- d. The contractor will submit a detailed plan for carrying out the complete Pest and Rodents, Termite, General Pest, Bed Bugs, Insects, Mosquitoes etc. Services for the approval of MP Bhawan Authority.
- e. The contractor shall borne the penalty imposed by NDMC, if any.

8.2.6 MONITORING AND CONTROL

For better management and smooth services, the following monitoring mechanism will be adopted by the contractor. The contractor shall give advance duty roster on monthly basis and will ensure due compliance of same.

8.2.6.1 Checklists

- a. Toilet Check List (To be attached on the back of the door duly filled by the contractor staff).

- b. Room Check List (To be attached on the back of the door duly filled by the contractor
- c. Staff).
- d. Daily Room Cleaning Check List
- e. Weekly deep cleaning Check list
- f. Equipments breakdown Check list
- g. Planner.

8.2.6.2 Management / Housekeeping Service Requirements / Complaints Report

The complaint report may be filled by the management and administrative staff of the contractor who receive/ observe the complaints / requirements for any of the services. All suggestion, complaints related to the services or staff deployed by the contractor will be registered on the computer provided by the agency. The contractor will take immediate action to resolve the same failing which the penalty clause will be invoked.

8.2.6.3 Housekeeping Services Complaints/ Suggestion Register

This register is to be maintained on the basis of information received by the housekeeping Manager through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter / fax / e-mail, verbal complaints etc. and necessary action is to be taken. The attendance report is to be sent through e-mail daily.

Note: - The guest complaint/ suggestion cards are to be kept in the guest room/ reception/ dining hall for the guest comments which will be monitored to enable to improve the services provided.

8.2.6.4 Attendance of the Staff

The contractor will maintain the attendance of its staff on the biometric attendance machine with time recording (to be provided by the contractor), as well as manually. The time of arrival on duty and departure after duty of each staff member of the Contractor should be recorded on daily basis by the Contractor, and the details and printouts of the same should be provided by the Contractor to the Client on daily basis and as and when asked by the Client.

8.2.6.5 Maintaining Stock Records

The contractor will maintain computerized stock records of the material procured by him as well as all the inventories and material issued by the client from time-to-time. The contractor will ensure at least 02 months stock in advance in the stores for all consumable items to be provided by him. Periodical check of the stock record will also be done by the client.

8.2.7 Sofa and upholstery dry-cleaning

The contractor is responsible for the dry-cleaning of sofa and upholstery items of guest rooms and public areas of M.P. Bhawan, as and when required (at least quarterly). The cost along with ten percent penalty will be recovered from the contractor if any damage is caused to any item by his staff while carrying out dry-cleaning work.

ACTIVITY -III

8.3 HORTICULTURE:

The scope of work for horticulture is as follows:-

- 8.3.1 All the garden areas in the premises and including outside green area to be maintained.
- 8.3.2 Removing of weeds and shrubs from the lawn.
- 8.3.3 Mowing of lawns will be carried on a regular basis (Lawn mowers to be provided by the contractor).
- 8.3.4 Regular watering of plants will be carried with flexible pipes to be provided by the contractor.
- 8.3.5 Regular cleaning, shifting& replacing of Artificial Plants whenever necessary.
- 8.3.6 Providing and applying of garden soil, manure (compost as well as okhla), pesticides as per requirement and as instructed with all tools & equipments.
- 8.3.7 Trimming, Raking, Spiking and Top Dressing with all tools & equipments.
- 8.3.8 Control of humps and hollows provided in side lawns.
- 8.3.9 Maintenance of Plants, Lawns, Flower Pots, indoor plants etc.
- 8.3.10 Planting of Decorated Plants/ Regular & Seasonal Flowers & Redevelopment of Lawns whenever necessary will be done as per the client requirements.
- 8.3.11 Removal of fallen leaves dead plants, broken branches etc.
- 8.3.12 Records of planters - earthen/ wooden/ metal provided by the client are to be maintained by the contractor.
- 8.3.13 The Agency has to perform the following activities with manpower and materials in the whole premises:-
 - 8.3.13.(a) Daily watering
 - 8.3.13.(b) Weed removing
 - 8.3.13.(c) Trimming and pruning
 - 8.3.13.(d) Soil mulching
 - 8.3.13.(e) Lawn mowing
 - 8.3.13.(f) Hedges and Shrubs cutting etc.
 - 8.3.13.(g) Cleaning Garden areas
 - 8.3.13.(h) Providing and applying fertiliser or compost manure/ vermi culture manure alternate month or as and when required.
 - 8.3.13.(i) Providing and applying pesticides and fungicide alternate month or as and when required.
 - 8.3.13.(j) Maintenance of vermi compost pits
 - 8.3.13.(k) Disposal of dry/ fallen leaves.
 - 8.3.13.(l) Seed collection and sowing
 - 8.3.13.(m) Rising of Nursery.
 - 8.3.13.(n) Preparation and maintenance of Planting Materials.
 - 8.3.13.(o) Operation of Tools, Machinery as required for the Garden.
 - 8.3.13.(p) General Maintenance of plants, Tools implements etc.

Activity - IV

8.4 STORES, RECORDS AND SUPERVISION

The following records are to be maintained by the Manager/ Supervisor of the contractor

- 8.4.1 Room Inventory
- 8.4.2 Stock Inventory
- 8.4.3 Stock distribution chart
- 8.4.4 Stock register (Linen, Furniture, Miscellaneous, Cleaning Goods, Electrical and Civil items etc.)

- 8.4.5 Issue register (Linen, Furniture, Miscellaneous, Cleaning Goods, Electrical and Civil items etc.)
- 8.4.6 Damaged items replaced record.
- 8.4.7 Laundry register
- 8.4.8 Attendance register
- 8.4.9 Salary register with statutory requirements
- 8.4.10 Document and Correspondence with the management.
- 8.4.11 Complete bio data of staff engaged
- 8.4.12 Leave record.
- 8.4.13 Extra duty record
- 8.4.14 Police verification and health checkup reports of all the staff
- 8.4.15 Complaint and compliance register.
- 8.4.16 Any other record required for smooth functioning.

ACTIVITY -V

8.5 BUILDING MAINTENANCE

This activity involves the following manpower:-

- 8.5(i) Electrician cum A.C. operator
- 8.5(ii) Plumber cum Pump Operator
- 8.5(iii) Carpenter
- 8.5 (iv) Painter
- 8.5 (v) Mason
- 8.5 (vi) Senior Electrical/Civil Supervisor
- 8.5 (vii) Licensed LT/HT Panel, DG 320 KVA technician (on contract)

The scope of work of the above manpower is given below:-

8.5(i) Electrician cum AC operator

Sl. No	Activity	Continuous	Daily	Weekly	Monthly
1	Operating and Maintenance of Panels		check		-
2.	Room electrical fixture & other		-do-		
3.	Operation of all pumps, water supply drainage sewer pump		-do-		
4.	Light on & off inside/ out side		-do-		
5.	Solar system operation with cleaning of panels and checking			-do-	
6.	R.O. System operation		-do-		
7.	Operation of D.G. Set			-do-	
8.	Telephone checking			-do-	
9.	Meter reading		-	-do-	
10.	Distribution board in all floors		-do-		
11.	D.G. set Log Book		-do-		
12.	Firefighting equipment with smoke detector & alarm checking			-do-	
13.	Kitchen equipment checking			-do-	
14.	Laundry equipment checking			-do-	
15.	Operation and general maintenance of AC indoor units.			-do-	

8.5(ii) Plumber cum Pump Operator

Sl.No	Activity	Daily	Weekly	Monthly
1	Sanitary fitting in all rooms & other areas.	Check & repair*		
2.	Repair the leakage in pipes.	-do-		
3.	Check the sewer line & clean the choked line with the help of cleaning staff	-do-		
4.	To attend complaint & maintain complaint register	-do-		
5.	Checking of R.O. System	Check & report		
6.	Checking of water softener plant	-do-		
7.	Solar system checking	-do-		
8.	Fire fighting system including smoke detector & alarm		Check & report	
9.	Operation of all pumps	Operate		

8.5(iii) Carpenter

Sl.No	Activity	Daily	Weekly	Monthly
1	To check all furniture & repair	Check & repair*		
2.	All doors & windows to be checked.	-do-		
3.	Locks	-do-		

8.5(iv) Painter

Sl.No	Activity	Daily	Weekly	Monthly
1	Furniture painting and polish	Check & repair*		
2	Paint touchup of room, corridor, dormitory & open area etc.	-do-		

8.5(v) Mason

Sl.No	Activity	Daily	Weekly	Monthly
1	Repairing of building, drainage, manhole etc.	Check & repair*		

* All the tools and safety gadgets are to be provided by the contractor for all engineering staff.

8.5 (vi) Senior Electrical/Civil Supervisor

Will supervise and assign maintenance work to Electrician, Plumber, Carpenter, Painter, Mason, Gardener etc. on daily basis.

8.5 (vii) Licensed LT/HT Panel, Compact Sub Station Panel & DG 320 KVA technician

To check & periodical maintain fortnightly and as when required all the systems of LT/HT Panel, Compact Substation Panel complete any other electrical installations in the premises. Servicing of all LT/HT panel circuit breakers and compact substation panel complete systems once in a year. He will also be responsible for keeping these systems in order at all times and replacing the parts, if required. He should be equipped all T&P and equipments required for maintenance and or replacement of parts, if any. Parts to be provided by the client.

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9. OTHER WORKS

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:

9.1. The Services include:

- 9.1.1 Cleaning of the whole premises including toilets and open areas.
- 9.1.2 Wet mopping of covered areas.
- 9.1.3 Cleaning of window panes and door panels.
- 9.1.4 Cleaning and dusting of furniture and fittings.
- 9.1.5 Vacuum cleaning of all carpets and upholstered furniture.
- 9.1.6 Cleaning/sweeping of the entire complex including open space, lawns and land area
- 9.1.7 Maintaining Lawns, Gardens, Trees if any by plantation, watering, refurbishing of lawn and landscaping, Trimming/ lopping of trees, mowing of lawn etc.
- 9.1.8 Maintaining and cleaning drainage system and undertaking repairs thereto
- 9.1.9 Any other work within the scope of the Manual prescribed for the purpose.

9.2 GUESTROOMS:

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.

9.2.1 THE ROUTINE CLEANING WILL INCLUDE

- 9.2.1.a. Dusting of the furniture in the room including bed, chair, table TV, fridge, etc.
- 9.2.1.b. Sweeping and mopping the entire room with disinfectant solution.
- 9.2.1.c. Cleaning of Toilet and bathroom with a bathroom cleaning solution.
- 9.2.1.d. Cleaning of windows, glass, channels etc

9.2.2 CLEANING OF ROOM OCCUPIED BY A PATIENT WILL INCLUDE

- 9.2.2.a. Wiping of the furniture and fixtures in the room with a soap solution.
- 9.2.2.b. Sweeping and mopping the entire room with a disinfectant solution.
- 9.2.2.c. Cleaning of Toilet and bathroom with a disinfectant/bathroom cleaning solution.
- 9.2.2.d. Reporting any maintenance required in the room.
- 9.2.2.e. Sanitization of rooms, and other areas if required

9.3 CLEANING OF OFFICES / COMMON UTILITY SPACE/ ROOMS

- 9.3.1. The contractor shall remove trash from office dustbins and change the trash liner every evening before closing hours.
- 9.3.2. The offices shall be dry dusted and swept after the closing hours.
- 9.3.3. Vacuum cleaning shall be done on carpet and upholstery.
- 9.3.4. The worktables shall be cleaned with soap solution in the morning.
- 9.3.5. The office shall be mopped with soap solution in the morning.
- 9.3.6. Office staff rest rooms / toilets shall be cleaned using soap solution and odour free deodorizer.

9.4 CLEANING OF CRITICAL AREAS

- 9.4.1. All the dustbins shall be washed and lined with colour coded biodegradable bags in the morning. The trash bags shall be changed at the prescribed frequency, morning and evening and as and when required.
- 9.4.2. The floor shall be thoroughly mopped with a specialized soap solution.
- 9.4.3. Toilets / bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes.
- 9.4.4. The common area shall be swept and mopped in the morning and at regular intervals to keep them clean.

9.5 GLASS WINDOWS and DOORS

- 9.5.1. The contractor shall have his staff to clean glass with appropriate soap solution/chemical solution on regular basis.
- 9.5.2. Internal window glasses shall be wiped with dry cloth to remove fingerprints at regular intervals.
- 9.5.3. Cleaning the front and back high level façade glasses including window panes from outside.

9.6 GARBAGE DISPOSAL

The contractor shall collect biodegradable and non-biodegradable garbage in specified colour coded biodegradable bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area specified by MCD/DDA outside the premises. For garbage/waste disposal environment friendly and government approved garbage bags only to be used.

9.7 CLEANING SCHEDULE

These are the indicative minimum requirements, but not limited to:-

S.No.	Activity	Frequency
9.7.1	CAFETERIA	
9.7.1.a	Removal of Garbage	As and when required, but compulsorily at 7:00 am, 2:30 pm and 9:00 pm
9.7.2.b	Brushing	As and when required, but compulsorily at 8.00 am, 12.00 pm, 7.00 pm
9.7.1.c	Dusting	As and when required, but compulsorily at 8.00 am, 12.00 pm, 7.00 pm
9.7.1.d	Mopping with wizard	As and when required but compulsorily after every three hours and after every meal
9.7.2	PUBLIC AREA WASHROOM	
9.7.2.a	Cleaning with wizard	Cleaning will be done after every hour.
9.7.2.b	Washroom cleaning with sodium hypochlorite	As and when required, but compulsorily after every 8 hours.
9.7.3	CORRIDOR	
9.7.3.a	Mopping with dry mop	Continuous
9.7.3.b	Mopping with wizard	As and when required, but compulsorily after every 3 hours
9.7.3.c	Mopping with sodium Hypochlorite	As and when required, but compulsorily after every 8 hours
9.7.4	LOBBY	
9.7.4.a	Dusting	Continuous

S.No.	Activity	Frequency
9.7.4.b	Brushing with dry Mop	Continuous
9.7.4.c	Mopping with wizard	As and when required, but compulsorily after every 3 hours
9.7.4.d	Mopping with sodium Hypochlorite	As and when required, but compulsorily after every 8 hours
9.7.5	ADMINISTRATION RECORD ROOM/STORAGE ROOM ENGINEERING OFFICE	
9.7.5.a	Brushing	As and when required, but compulsorily once in a day at 7.30 am
9.7.5.b	Mopping with Wizard	As and when required, but compulsorily once in a day at 7.30 am

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SECTION - 10

10. Resource & Manpower Requirement

10.1 RESOURCES REQUIREMENT

10.1.1 The Contractor should have at least following machines and equipments at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi premises. Use of manpower for operations where suitable equipment is identified shall not be permitted for weekly/deep cleaning.

10.1.2 Minimum equipments requirement

The following equipments requirement is not exhaustive but only tentative and may vary as per actual requirement.

Sl.No.	Description	Min. Nos. required
10.1.2.1	Floor Polishing & Grinding Machine	1
10.1.2.2	Wet/Dry Vacuum Cleaner (Taski/ Karcher/ Roots/ Eurotech Make)	2
10.1.2.3	High Pressure Jet (Taski/ Karcher/ Roots Make)	1
10.1.2.4	Wringer Trolley (Standard Make)	4
10.1.2.5	Lawn Mowers (Standard Make)	1
10.1.2.6	Aluminum Stepladder 7 FT	2
10.1.2.7	Extension Ladder 20 FT	1
10.1.2.8	Single Disc Scrubber (Karcher/ Roots Make)	2
10.1.2.9	Walk Behind Sweeper (Karcher/ Roots Make)	1
10.1.2.10	All Gardening Tools Including Spray Pump (Standard Make)	1
10.1.2.11	Glass Cleaning Kit (Standard Make)	1
10.1.2.12	Telescopic Rod (Standard Make) Maximum Length	1
10.1.2.13	Pressure Pump for Plumbing	1
10.1.2.14	Electrical Steam Cleaning Machine	1
10.1.2.15	Hand Scrubber	2
10.1.2.16	Automatic Hand Sanitizer Machine	2
10.1.2.17	Pesto Flash	As required
10.1.2.18	Mosquito Racket (Insect repellent)	6
10.1.2.19	Garbage disposal trolley (Rickshaw)	1
10.1.2.20	Gardening Rickshaw	1
10.1.2.21	Biometric Attendance Machine	1
10.1.2.22	Auto Scrubber Double disk (Standard make)	2

Be permitted for weekly/deep cleaning

10.1.3 List of Cleaning Materials & Aids

The following material requirement is not exhaustive but only tentative and may vary as per actual requirement.

Sl.No.	Type of Cleaning Material	Remarks
10.1.3.1	Flippers for Road Cleaning	
10.1.3.2	Cobweb Brush with Long Handle	
10.1.3.3	Glass Cleaning Kit	
10.1.3.4	Mops/Sponge for Floor Cleaning (National or Equivalent)	
10.1.3.5	Mopping Kits	

Sl.No.	Type of Cleaning Material	Remarks
10.1.3.6	Glass Duster	
10.1.3.7	Floor Duster (As per Bureau of Indian Standards)	
10.1.3.8	Hand Duster (As per Bureau of Indian Standards)	
10.1.3.9	Soft Brooms (As per Bureau of Indian Standards)	
10.1.3.10	Hard Brooms (As per Bureau of Indian Standards)	
10.1.3.11	Bamboo Brooms (As per Bureau of Indian Standards)	
10.1.3.12	Dust Pan (Brite, Classic or equivalent)	
10.1.3.13	Bucket and Mug (Brite or equivalent) for cleaning & other purposes	
10.1.3.14	Colin or equivalent standard	
10.1.3.15	Harpic	
10.1.3.16	Floor Cleaning Agent (Cleanso, Lizol, Teepol)	
10.1.3.17	Odonil/ Odour kill or any equivalent brand	
10.1.3.18	Toilet Roll (Wintex or equivalent)	
10.1.3.19	Toilet Soap (Lux or equivalent) minimum weight 35-40 gms. to be provided in each guest room daily.	
10.1.3.20	Liquid Soap (Homocol/Dettol or equivalent)	
10.1.3.21	Biodegradable and Non-biodegradable garbage bags for rooms, public area, kitchen etc.	
10.1.3.22	Large Garbage bags for disposing garbage outside the premises (bio degradable)	
10.1.3.23	Floor/Surface Polish (tiles, wood, marble, italian marble, Granite) Marble Granite Polish- Italian marble chemical Shiner Marbles Granite floor Polishing chemical - Bellinzoni	
10.1.3.24	Surf/Rin or equivalent	
10.1.3.25	Vim Powder or equivalent	
10.1.3.26	Phenyle (Telephone brand or lyzol)	
10.1.3.27	Fresh Paper covers for glasses in the room	
10.1.3.28	W/c paper band	
10.1.3.29	W/c cleaning gloves	
10.1.3.30	Glass coasters (Paper)	
10.1.3.31	Hit Spray/ Baygon Spray	
10.1.3.32	Room Freshener & Deodorants	
10.1.3.33	Naphthalene Balls	
10.1.3.34	Brasso/Salvo	
10.1.3.35	R1 (Bathroom Cleaning Agent)	
10.1.3.36	R4 (Furniture Cleaner)	
10.1.3.37	R6 (Toilet Cleaner)	
10.1.3.38	R9 (Floor Cleaning Agent)	
10.1.3.39	D-7 (Stainless Steel Polish)	
10.1.3.40	Dettol Antiseptic	
10.1.3.41	Carpet Brush	
10.1.3.42	Scotch brite	
10.1.3.43	Shoe shine slip	
10.1.3.44	Shoe shine liquid for shoe shining machine	
10.1.3.45	C-fold Napkin	
10.1.3.46	Tissue Box	
10.1.3.47	Emerald (Anti Rust Polish)	
10.1.3.48	Buffer/Drainex to clear wash basin drain blockage	
10.1.3.49	Flexible/Rubber Pipes with sprinkler for horticulture as required	
10.1.3.50	Separate dusters made of lint/cloth for cleaning room crockery	
10.1.3.51	Gloves	
10.1.3.52	Hand Sanitizer	

Sl.No.	Type of Cleaning Material	Remarks
10.1.3.53	Wall Mounted Sanitizer Dispenser	
10.1.3.54	All out machine with refill	

The required quantities of cleaning material and aids for two months shall be procured and shall be stored in the store room and issued to the staff daily as and when required. Computerized records shall be maintained which shall be made available for inspection by MP Bhawan Authorities during working hours.

Covered trolleys, Dustbins, dustpan, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. for cleaning purposes to be provided by the Contractor as required. Above requirements is tentative and indicative only.

10.2 Minimum number of manpower to be deployed

All employees should be equipped with necessary safety equipments. The employees in general shift will be allowed weekly off but for other employees in three shifts, the agency has to arrange reliever.

The following manpower requirement is not exhaustive but only tentative and may vary as per actual requirement.

S.N.	Description	Min. Nos. required per day	Remarks
10.2.1	Manager (3 Years Diploma/ B.Sc. in Hotel Management from approved Govt. Organisation) with minimum 3 years experience.	1	The Manpower will be deployed as per the requirement in different shift.
10.2.2	Housekeeping Supervisor (Qualified 10+2 & Diploma or Certificate Course in House Keeping/ F&B from approved Govt. Organisation) with minimum 1 years experience	3	
10.2.3	Data Entry Operator cum Store keeper (Graduation and Computer Diploma)	2	
10.2.4	Room Attendant (10th) qualification with two years experience.	16	
10.2.5	Houseman / SafaiKaramchhari with work experience	20	
10.2.6	Mali (with at least 05 year experience) with Helper	1 Mali +2 Helper	
10.2.7	Plumber cum Pump Operator (ITI)	3	
10.2.8	Mason (Trained) with three-year experience	1	
10.2.9	Carpenter (Trained/Qualified) with three-year experience	1	
10.2.10	Senior Electrical/Civil Supervisor (BE/B.Tech-Electrical & Electronics Engg.) with at least 5-year experience	1	
10.2.11	Licensed LT/HT Panel, DG 320 KVA technician with all T&P and equipments for periodical regular maintenance purposes (as & when required) on contract basis	1	
10.2.12	Electrician cum Air condition Operator (ITI)	3	
10.2.13	Painter (Trained) with three-year experience	1	
10.2.14	Helper	6	
10.2.15	Mechanised Laundrymen	2	
	Total	64	

- 10.2.9 Maximum 10% double duty will be permissible for 10.2.2, 10.2.4, 10.2.5 & 10.2.6
- 10.2.10 If the firm fails to supply above mentioned minimum requirements then a deduction towards the salary and penalty (clause 7.13) will be made from the payable amount. Salary deduction against absenteeism of Manager and Housekeeping Supervisor will be Rs. 1,000/- and Rs. 500/- per person per day respectively in addition to related penalties. Salary deduction against other absenteeism will be as per the prevalent minimum wages.
- 10.2.11 M.P. Bhawan authority reserves the right to hire the above mentioned manpower requirement (specifically those mentioned in 10.2.1 and 10.2.2) by its own or any other agency at the cost, risk and responsibilities of contractor and entire expenditure incurred on account of this (and related penalties) will be recovered by M.P. Bhawan Authority from contractor's security deposit, payment bill or by raising a separate claim.
- 10.2.12 Contractor will ensure deployment of the manpower after due consultation of the M.P. Bhawan authorities.

10.3 Manpower to be equipped with necessary accessories.

- 10.3.1 Complete tools (with bag to carry) of Plumbing with PPR machine range for 20mm to 150 mm with a set of spanners, electrical drill/hammer machine etc.
- 10.3.2 Complete Carpentry tool (with bag to carry) with electrical wood cutter, glass cutter etc.
- 10.3.3 Complete Electrician tool (with bag to carry) with safety items, Telephone punching kit, Allen key, temperature meter, clamp meter, multi meter, megger, crone tool etc.
- 10.3.4 All employees should be equipped with necessary safety equipments.
- 10.3.5 The employees in general shift will be allowed weekly off but for other employees in three shifts, the agency has to arrange reliever.
- 10.3.6 The license technician should be equipped with all T&P, equipments etc. required for the maintenance and repair of HT & LT panel, transformer and electrical appliances.
- 10.3.7 List of Cleaning Materials & Aids (As per Actual requirements)

Addl. Resident Commissioner
M.P. Bhawan, New Delhi

FORMS

Section 11.1	FORM-I	CONTACT DETAILS FORM
Section 11.2	FORM-II	FORM FOR FINANCIAL CAPACITY
Section 11.3	FORM-III	CONTRACT
Section 11.4	FORM-IV	PERFORMANCE BANK GUARANTEE

FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

- 1 NAME OF THE COMPANY
- 2 NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
- 3 COMMUNICATION ADDRESS
- 4 PHONE NO./MOBILE NO.
- 5 FAX
- 6 E-MAIL I.D.
- 7 PARTICULAR DETAILS OF THE BIDDER/ AUTHORISED REPRESENTATIVE
 - i. NAME OF THE CONTACT PERSON
 - ii. DESIGNATION
 - iii. PHONE NO.
 - iv. MOBILE NO.
 - v. E-MAIL I.D.
8. UNDERTAKING
 - i. The undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
 - ii. I/We give the rights to the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
 - iii. I hereby undertake to provide the Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi as per the directions given in the tender document/contract agreement.
 - iv. I/We..... has not been blacklisted by any of the Department/ Organization.

Signature of the Authorised Signatory

Date :

Place :-

Designation:
(Office seal of the Bidder)

SECTION – 11.2

FORM-II FORM FOR FINANCIAL CAPACITY

Description for Financial years

[Amount in ₹ (INR)]

Description	Financial Years				
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Annual Turnover					
Net Worth					
Current Assets					
Current Liabilities					
Total Revenues					
Profit Before Taxes					
Profit After Taxes					

Above information should be substantiated by certificates issued by chartered accountant.

FORM-III**CONTRACT NODATED.....**

THIS CONTRACT is made on between the Resident Commissioner, Government of Madhya Pradesh (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 Madhya Pradesh Bhawan, Chanakyapuri, New Delhi 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 Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi to Client.

NOW THIS CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for "availing Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services & Horticulture Services at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi its office 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 Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi (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 Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services of its premises at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi 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.
- 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 Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services in the Client's

premises at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHERE AS 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

IX. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Contract (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 contract. This contract 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/Corrigendum, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges-Schedule annexed to this Article of Agreement
 - (g) Supplementary Contract 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 contract shall be binding on both the parties and shall form the part of this contract.
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.

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

Signed on behalf of the Contractor

Signed on Behalf of
Governor of Madhya Pradesh

(Authorised Signatory)

(Authorised Signatory)

FORM-IV

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of ₹ 100/-)

Date:

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to

Guarantee Expiry Date:

Last date of Lodgment:

WHEREAS Office of the Resident Commissioner, Government of Madhya Pradesh having its office presently at Madhya Pradesh Bhawan, Chanakyapuri, New Delhi – 110021 (hereinafter referred to as "The M.P. Bhawan Authority " 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 Bidders*] (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 Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services at Madhyanchal, 12 IHC Pocket, Institutional Area, Vasant Kunj, New Delhi ("Hiring of Agency for Hospitality, Housekeeping including Mechanised House Keeping, Building Maintenance & Horticulture Services " shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the MP Bhawan Authority a Bank Guarantee from a Nationalized bank in India for an amount equal to 4% (Four 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 nationalized 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 MP Bhawan Authorities 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 MP Bhawan Authorities stating that the amount claimed is due to the MP Bhawan Authorities under the Contract. Any such demand made on the Bank by the MP Bhawan Authorities 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 MP Bhawan Authorities in such Demand. The MP Bhawan Authorities 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 MP Bhawan Authorities by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the MP Bhawan Authorities shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].
- (iii) The MP Bhawan Authorities 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 MP Bhawan Authority 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 MP Bhawan Authorities 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 MP Bhawan Authorities in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the MP Bhawan Authorities 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 MP Bhawan Authorities, 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 fulfills 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



GOVERNMENT OF MADHYAPRADESH

TENDER DOCUMENT FOR

HOSPITALITY, HOUSEKEEPING INCLUDING MECHANISED HOUSE KEEPING,
BUILDING MAINTENANCE & HORTICULTURE SERVICES

AT

MADHYANCHAL, 12 IHC POCKET, INSTITUTIONAL AREA,
VASANTKUNJ, NEW DELHI - 110070



MADHYANCHAL BHAWAN

B - Financial Bid

OFFICE OF THE RESIDENT COMMISSIONER
MADHYAPRADESHBHAWAN,
NEW DELHI - 110021

SECTION - 12

FINANCIAL BID (to be filled online at <https://mptenders.gov.in>)

S. No.	Activity	Amount Per Month (Rs.) (To be filled online)
I	Composite Charges for following	
a)	Toiletries & Cleaning material and Aids	
b)	Pest Control	
c)	Machines & Tools	
d)	Horticulture Material, Tools & Plants etc.	
II	Manday's Charges (Wages + Leave, ESI, EPF, Gratuity, Bonus, etc. + Operating & Administrative charges) (Based on GNCT of Delhi rates as on date)	
	Mandays	
a)	Un-Skilled	660
b)	Semi-Skilled	720
c)	Skilled/Matriculates	450
d)	Graduates and above	60
	Total of II (a to d)	
III	Managerial Staff	
a)	Manager	01 No.
	Total of III (a)	
	Grand Total I+II + III	

Total – Rupees _____ (in words and figures) _____ per month for all the services.

- The above quoted rates are for continuous service on 24x7 basis for the full calendar month and year and inclusive of all taxes applicable, except GST.
- Only actual hike (or otherwise) in wages, as mentioned in II above, by GNCT of Delhi will be compensated on man days provided. No other escalation in I& III will be entertained during the contract or extended contract period.
- The total of the unit rates as given in the table above shall be sole criteria for finding Financial Score.
- The rates provided must comply with Minimum Wages and Labour Laws.

Date:
Place:

Signature of authorized person
Full Name:
Company's Seal:

SECTION-13

**OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYA PRADESH BHAWAN
CHANAKYAPURI, NEW DELHI – 110021**

Website: www.mpbhawan.gov.in or www.mptenders.gov.in
Tel. No. +911126772000, 2001

**HOSPITALITY, HOUSEKEEPING INCLUDING MECHANISED HOUSE KEEPING,
BUILDING MAINTENANCE & HORTICULTURE SERVICES
MADHYANCHAL BHAWAN**

13. CHECK LIST ON PREPARATION OF BIDS

Sl.No.	Particulars	YES/NO
13.1	Have you filled in and signed the Contact Details Form?	
13.2	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
13.3	Have you deposited cost of tender form online?	
13.4	Have you enclosed the EMD of ₹6,00,000/-in the Technical Bid?	
13.5	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?	
13.6	Have you attached proof of having met the following minimum eligibility criteria?	
13.6.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
13.6.2	Financial Capacity: Have you attached Audited Balance Sheets?	
13.6.3	Registration with Government Bodies like ESIC, EPF, Labour Laws& GST: Have you attached a Registration copy of each of the certificate?	
13.6.4	Experience: Have you attached the attested experience certificates issued by the Organisations /Government Deptts of the last five years?	
13.6.5	Manpower: Have you attached proof of manpower?	
13.7	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
13.8	Have your Technical Bid been packed as per the requirements of the Tender?	
FINANCIAL BID		
13.9	Is your financial Bid submitted online?	
13.10	Have you attached the Indemnity Bond?	

Date

Place

Signature of Tenderer with Seal
