

No.D-13011/01/2019-Genl-II
Government of India
Ministry of Social Justice & Empowerment
(Department of Social Justice & Empowerment)
(General.II Section)

BID DOCUMENT

**Annual Contract for repair & maintenance of Air Conditioning in the
Department of Social Justice & Empowerment**

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TENDER DOCUMENT FOR

**Annual Contract for repair and maintenance of Air Conditioners in the
Department of Social Justice & Empowerment.**

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BRIEF INFORMATION ON BID DOCUMENT

Tender No.	D-13011/01/2019-Genl-II
Duration of Contract	One year from the date of agreement, which is extendable upto three years (on annual extension basis) subject to satisfactory services OR may be curtailed on the discretion of the competent authority in the Ministry.
Last Date and time of submission	03.12.2019 at 4.00 PM
Date time of opening Technical Bid (financial bids shall be considered in r/o those firms which will be found eligible as per technical bid)	04.12.2019 at 5.00 PM
EMD	Rs.60,000/- (Rupees Sixty thousand only) in the form of crossed Demand Draft/Bank Guarantee in favour of the DDO, Department of Social Justice & Empowerment, New Delhi.
Validity of Bid	120 days
Address and Venue of submission of Tender/Bid	Tender should be dropped in the Tender Box placed at the Facilitation Center, Garage No.8, Ground Floor, Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi
Estimated Tender Value	The total cost of the Annual Contract for repair & maintenance of Air Conditioning is Rs.12.00 Lakh p.a.(Approx.)

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SECTION-1

(Notice Inviting Tender)

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NOTICE INVITING TENDER

The Department of Social Justice & Empowerment invites online bids from Delhi based agencies under two bid system from registered and authorized firms/ agencies for **Annual Contract for repair & maintenance of Air Conditioning in the Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi - 110001** on Contract basis.

The bidding documents (Technical Bid and Financial Bid alongwith EMD) duly filled in as per the instructions of the Tender Document should be submitted offline on or before **03.12.2019 by 4.00 PM.**

The MSME organisations are eligible for exemption from payment of EMD only. Other terms and conditions of the Tender Document shall remain binding on MSMEs registered firms as well.

The EMD of **Rs.60,000/- (Rupees sixty thousand only)** in the form of Demand Draft is required to be submitted in a sealed envelope superscribed with "**Annual Contract for repair and maintenance of Air Conditioning on or before the closing date and time of submission of off-line tender/bid** addressed to Under Secretary(Genl. Admn.), Room No.253A, Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi, and should drop it in the Tender Box placed at the Facilitation Center, Garage No.8, Ground Floor, Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi, by 4.00 PM on or before **03.12.2019.**

The Technical Bids shall be opened in the ~~on~~ next working day of the closing day(i.e.04.12.2019 at 5.00 PM) by the Committee authorized by the Competent Authority of the Ministry. The financial bids of only those bidders shall be considered by the Committee whose Technical Bids are accepted by them.

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

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SECTION-2

BID SUBMISSION FORM

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Government of India
Ministry of Social Justice & Empowerment
(Department of Social Justice & Empowerment)
(General.II Section)

BID SUBMISSION FORM

Date:

LETTER OF BID

To
The Under Secretary (Genl. Admn.)
Department of Social Justice & Empowerment
Shastri Bhawan
New Delhi-110001

Ref: Invitation for Bid vide TENDER NOTICE, dated.....for Annual Contract for repair and maintenance of Air Conditioning in the Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi. We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for Annual Contract for repair and maintenance of Air Conditioning in the Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the requirement of Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

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

Full Name and Designation

(To be printed on Bidder's letterhead)

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SECTION-3

BIDDER'S PROFILE

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Ministry of Social Justice & Empowerment

(Department of Social Justice & Empowerment)

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Annual Contract for repair and maintenance of Air Conditioning in the Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi.

(Submit the copies of all relevant documents) :

			Page No.
1	Name of the firm		
2	Name of the authorized person submitting the Bid		
3	Designation of the authorized person submitting the Bid		
4	Name, Designation, address and Mobile Number of alternate person		
5	Address of the firm		
6	Tel no. with STD code (Office), (Fax) & (Resi.)		
7	Mobile No. of the person submitting the Bid		
8	E-mail of the person submitting the Bid		
9	Organization's email ID		
10	Website Address		
11	Registration & incorporation particulars of the firm: (a) Private Limited (b) Public Limited (c) Any other – Please specify		
12	Bidder's bank, its address and current account number.		
13	Permanent Income Tax number, Income Tax circle		
14	GST Number		
15	TIN Number		
16	EPF Registration Number		
17	ESIC Registration Number		
18	Particulars of EMD (DD/BC No., date, Name of the Bank, address of Bank, validity of BC/DD)		
19.	Trade License of the firm(attach a copy) of registration		
20.	Income Tax Return last three (03) years (2015-16, 2016-17 & 2017-18)		
21	Proof of the last three year's turnover of the Firm which should not be less than Rs.40.00 Lakh (Rupees forty lakh only) along with audited Balance Sheet and Profit & Loss Accounts(2016-17, 2017-18 & 2018-19)		
22	Details of Experience Certificate (In the Govt. Department/Ministries/ organisation)		
23	The firm having authorized dealership in sales and services of the leading AC company i.e.voltas, Hitachi, LG etc. (attach copy)		
24	An undertaking that they are not debarred from any organisation.		
25	All documents should be attested by Gazetted Officer		

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Description of similar work of providing **Annual Contract for repair and maintenance of Air Conditioning in the Department of Social Justice & Empowerment**, Shastri Bhawan, New Delhi, executed during the last five years (Please furnish copies of completion certificate from the Government Department / Organization) – As per Clause 2(c) Section 5.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide **Annual Contract for repair and maintenance of Air Conditioning in the Department of Social Justice & Empowerment**, Shastri Bhawan, New Delhi, as per the directions given in the tender document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

.....
Seal of the Bidder

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SECTION-4

CERTIFICATE OF NEAR RELATIVES

P. C. M.

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CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____,

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

Signed _____

For and on behalf of the Bidder

Name _____
(in Block Capitals)

Position in the firm _____

Date _____

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SECTION-5

**INSTRUCTIONS TO THE BIDDERS/
TERMS AND CONDITIONS**

P. K. Singh

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TERMS AND CONDITIONS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, 'Shastri Bhawan', shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The bidding documents should be submitted online mode by the stipulated date and time.
- 1.3 The tender documents may also be downloaded from this Ministry's website
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed and stamped is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization in person of the persons who is authorised for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.8 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Ministry of Information & Broadcasting, Shastri Bhawan,. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

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2. MINIMUM ELIGIBILITY CRITERIA

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

- a. **Registration:** The Bidder should be registered with the Income Tax, Service Tax/GST Deptt. and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
- b. **Clearance :** The Bidder should also have clearance from Sales/Service Tax Department, **GST Deptt.** and Income Tax Department. Relevant proof in support shall be submitted.
- c. **Experience:** The Bidder should have experience in the similar field of providing Annual Contract for repair & maintenance of Air Conditioners in the Government Departments / Public Sector (Central or State) for the last five consecutive years.

2.1 Documents to be submitted by the bidders supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to minimum balance sheets alongwith audit report for the completed three financial years eligibility criteria at 2(a), attested copies of PAN, GST/ Registration, Labour Registration, EPFO Registration and ESIC Registration.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of work experience certificates for completed work issued by the Government Departments / PSUs shall be submitted by the bidder.

2.2 Failing to abide by the conditions of clause 2.1, the bids shall be rejected.

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3. **EARNEST MONEY DEPOSIT:**
- 3.1 **This bid should be accompanied by an Earnest Money Deposit of Rs.60,000/-(Rupees sixty thousand only)** in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of the DDO, Department of Social Justice & Empowerment, Shastri Bhawan New Delhi – 110001.
- 3.2 **The MSME organisations are eligible for exemption from payment of EMD only. Other terms and conditions of the Tender Document shall be binding on them. A proof of MSME may be attached.**
- 3.3 **The original hard copy of EMD of Rs.60,000/- in the form of Demand Draft is required to be submitted in a sealed envelope superscribed with "Annual Contract for repair and maintenance of Air Conditioners in the Department of Social Justice & Empowerment," on or before the closing date and time of submission of tender/bids in the tender Box placed at the Facilitation Center, Garage No.8, Ground Floor, Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi. The technical/financial bids will be opened first on next working day of the closing day by the Committee authorized by the Competent Authority of the Ministry.**
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.8 **The EMD may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

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4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

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5. PREPARATION OF BIDS

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

5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount/ exemption proof as per GFR.

Documents comprising the Bid :

- a. Bid Submission Form duly signed and printed on Company's letterhead (Section-2).
- b. Bidder's profile with undertaking
- b. Signed and Stamped on each page of the tender document.
- c. All Forms, duly filled and signed and stamped.
- e. Earnest Money Deposit of Rs.60,000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5.

6. SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid offline.

6.2 The Bid shall be submitted offline on or before 03.12.2019 at 4.00 PM.

7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be considered in the Department of Social Justice & Empowerment by the Committee authorized by the competent authority of the .

7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be considered by the Committee authorized for the purpose.

7.3 Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.

7.4 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.

12/11/19

- 7.5 Invalid Bids shall be rejected and Ministry's decision shall be final and binding on the bidders.
- 7.6 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 the same.

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8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 9.1 The Client shall follow two bid system, where the technical bid and financial bid shall be evaluated separately.
- 9.2 The tendering evaluation shall be done on weightage with **70% to Technical Evaluation and 30% to Financial Evaluation**. The technical bid evaluation shall be done based on the following criteria:

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

(i) Turnover *	Max. 20 marks
Marks will be given for average turnover in last three financial years	
(a) Upto 50 lakhs	5 marks
(b) More than 50 lakhs and upto 1 crore	10 marks
(c) More than 1 crore and upto 2 crores	15 marks
(d) More than 2 crores	20 marks
(ii) Value of work in a year *	
*Marks will be given for average value of work in last 5 years	
(a) Upto 10 lacs	5 marks
(b) Upto 20 lacs	10 marks
(c) Upto 30 lacs	15 marks
(d) Upto 40 lacs	20 marks
(iii) Distance of Workshop of firm from the Department of Social Justice & Empowerment, Shastri Bhawan, New Delhi	
(a) Upto 7 kms	20 marks
(b) More than 7 kms and upto 10kms	15 marks
(c) More than 10 kms and upto 15kms	10 marks
(d) More than 15kms	5 marks
(iv) Performance*	
*Highest Average performance in any year out of the last 5 years will be considered for maximum number of ACs maintained in a year	
(a) No. of ACs – 1-100	5 marks
(b) No. of ACs – 101-200	10 marks
(c) No. of ACs – 201-500	15 marks
(d) No. of ACs – 501 and above	20 marks
(v) MSME	
(a) If the firm is MSME	05 marks
(b) If the firm is not MSME	No marks
(vi) Authorization*	
*Authorization from reputed firm like Voltas, Hitachi, LG etc.	
Note: Conditional authorization is not acceptable. Authorization in respect of current time period should be provided	
(a) Authorization available in two	15 marks
(b) Authorization available in one	05 marks
(c) Authorization not available	No marks

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- 9.2.3 **A Bidder should secure mandatorily a minimum of 40% marks** (i.e. 40 marks out of total 100 marks as per para 9.2.2) in Technical Evaluation in order to be a qualified bidder **for being eligible for Technical weightage and subsequently for opening of financial bids.**
- 9.2.4 The total marks obtained by a Bidder in the technical bid (as per 9.2.2) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 9.2.2, his technical **evaluation value shall be:56** i.e. {80 x 70%}*

- 9.2.5 The Bidder shall be required to produce attested copies of the relevant documents in support of 9.2.2. Certificate from CA should be submitted for certifying turnover for the last three years of the firm. All the documents in support of para 9.2.2 should not be later than the current date i.e., documents should be of or before the date of issue of the tender. In addition to the documentary evidences of para 2.1 for being considered during technical evaluation.
- 9.3 A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of para 9**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.
- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
 - (ii) Receipt of valid EMD with requisite amount in acceptable format.
 - (iii) Documents in proof of meeting the minimum eligibility criteria.
 - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.4 The bidder who qualified in the technical evaluation stage shall only be eligible for opening of financial bids.

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10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The financial bid price would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid and the same shall be conveyed to the bidders thereafter.
- 10.4 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.

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11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% of 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

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

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

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

- 11.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 11.5 The Bidder meeting the minimum eligibility criteria and with the **highest marks/ rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.
- 11.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

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12. RIGHT OF ACCEPTANCE:

- 12.1 The reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of , Shastri Bhawan, in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority of the Department of Social Justice & Empowerment, reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Department of Social Justice & Empowerment, Shastri Bhawan, reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 12.5 The Department may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him/ her.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contract.

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14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)
- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the **technical Bid evaluation stage** shall be returned within seven (07) days after opening of the eligible financial Bids.
- 14.2 The Earnest money Deposit of the unsuccessful bidders in the **financial bid evaluation stage** shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 14.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

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SECTION-6

GENERAL CONDITIONS OF CONTRACT (GCC)

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Section-3

1. DEFINITIONS

1.1 General

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

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
"Contract"	The word "Contractor" and the "Successful Bidder" has been used interchangeably.
Client	The word "Client" shall mean the (Main Secretariat)
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing Annual Contract for repair & maintenance of Air Conditioners of this Department and its premises
Notice to Proceed	Shall mean the date at which the services are to commence in Client's premises
'Confidential	shall mean all information that is not generally known and which is obtained /
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.

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1.2 CONFIDENTIALITY

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

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2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a **Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum of Rs.1,20,000/-(Rupees one lakh twenty thousand only)** in favour of the DDO, Department of Social Justice & Empowerment, New Delhi payable at New Delhi. The Performance Bank Guarantee shall remain in force throughout the period of the Contract.

2.1.1 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client.

2.2 The Bank Guarantee can be forfeited by order of the competent authority of the in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by competent authority in the Department of Social Justice & Empowerment, Shastri Bhawan, 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.

- a) If the contractor is called upon by the competent authority of the Department of Social Justice & Empowerment, Shastri Bhawan, to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the competent authority in the shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate / NOC.

4. SIGNING OF CONTRACT AGREEMENT

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

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5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing services in Client's premises as per the details given in the tender document.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall provide services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. COMMENCEMENT OF SERVICES

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

- 6.1 Submission of Performance Bank Guarantee.
- 6.2 The Contractor shall commence the work in Client's premises within 30 days from the date of receipt of award of contract or as per the written instructions by the competent authority whichever is earlier.

7. CONTRACTOR'S OBLIGATIONS/ Conditions of Contract

- 7.1 The Contractor shall provide services at Client's premises as per the tender terms and conditions which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Contractor.

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7.3 The contractor will be required to depute competent persons to inspect the equipments at once after lodging a complaint and put at least two (02) whole time expert electrician with mobile phone on duty exclusively for this Ministry on all working days, if required on holidays also, to attend/ provide the equipments and whenever, defect arises therein or any complaint to this effect is made. In case the complaints of maintenance/ repair of the item are not attended to within the same day penalty of Rs. 500/- will be levied per day thereafter.

7.4 The work is to be carried out in the office premises itself. However, only such work as cannot be done in the office premises will be allowed to be done outside with written permission of the Section Officer, Admn.III Section of the Ministry or any other authority of the Ministry and no extra payment would be made on this account. The firm must have its office and workshop in Delhi only.

7.5 Failure to repair/servicing the equipments in question within the reasonable time, without adequate reasons or to return the repaired machine within a week's time at the maximum, may entail deduction in the bill i.e., Rs. 500/- per day for such failure or for the delay after one week as the case may be.

7.6 No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.

7.7 The firm must be authorized dealer of reputed firm like Philips, bajaj etc. and should supply **genuine ISI marked products**.

7.8 Any financial loss/damage to any part of the equipment / machines of the Ministry caused by the firm/ engineers of the firm would be deducted from the performance security/bills.

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8. CONTRACTOR'S LIABILITY

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

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9. CLIENT'S OBLIGATIONS

- 9.1 The Client shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be for a period of one year from the date of award of the Contract, which may be extended for a further period of two years (on yearly extension basis) subject to the satisfactory performance of the contract. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

11. PAYMENTS

- 11.1 The Contractor shall raise invoice per month and submit the same to Client every month.

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11.2 The cost of the Contract shall be valid for the period of the contract i.e. initially for a period of ONE YEAR and extended upto three years on satisfactory service of the vendor. No price escalation shall be entertained by the Client during the period.

11.3 All payments shall be made by PFMS/online mode only.

11.4 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

11.5 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

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

12.2 the date of commencement of the event of Force Majeure;

12.3 the nature and extent of the event of Force Majeure;

12.4 the estimated Force Majeure Period,

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

13. TERMINATION

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

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

14. DISCLAIMER

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

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

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15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

15.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the 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.

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

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SECTION-7

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

2. INDEMNIFICATION:

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

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SECTION-8

FORMS

Section 8.1 FORM-I- FORM FOR FINANCIAL CAPACITY

Section 8.2 FORM-II- PERFORMANCE BANK GUARANTEE

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FORM-I

FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2015-16	2016-17	2017-18
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Tax			
Profit After Tax			

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FORM-II

PERFORMANCE BANK GUARANTEE

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

Date :
.....

Bank Guarantee No :
Amount of Guarantee :
Guarantee Period : From to.....
Guarantee Expiry Date :
Last date of Lodgement :

WHEREAS Ministry of (Main Secretariat) having its office at Shastri Bhawan, New Delhi (hereinafter referred to as "**The Client** " which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*]

.....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and provision/ repairing and maintenance of all electrical items based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

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

The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Client in such Demand. The Client shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Client by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]..... only).
- (iii) The Client will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Client under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Client to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Client in respect of such liability or liabilities is effected.

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- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Client if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

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- (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

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SECTION-10

CHECK-LIST

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CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed Bidder Profile?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs.60,000/- in the Technical Bid? Or MSME certificate for exemption	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the Tender documents ?	
5.	Have you attached proof of having met the following minimum eligibility criteria ?	
6.	Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies ?	
7.	Financial Capacity : Have you attached Audited Balance Sheets, Audit Reports ?	
8.	Have you attached certificate duly issued by Chartered Accountant regarding your firm's annual turnover during the preceding three years?	
9.	Registration with Government Bodies like ESIC, EPF, GST Labour Laws: Have you attached a Registration copy of each of the certificate ?	
10.	Experience : Have you attached the attested experience certificates issued by the Organisations / Government/ Departments of the last five years ?	
11.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?	
12.	Have your Technical Bid been as per the requirements of the Tender ?	

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<u>FINANCIAL BID</u>		
13.	Have your financial Bid proposal is duly filled.	
14.	Have you quoted prices against each of the category ?	
15.	Have your financial bid been as per Tender ?	

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