BID DOCUMENT

PROVIDING HOUSE KEEPING, CLEANING, ATTENDANT & SECURITY SERVICES AT

NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS

(NACEN)

REGIONAL TRAINING INSTITUTE

<u>(RTI)</u>

New Delhi

TENDER INQUIRY NO.

NACEN/NEW DELHI/01/2017

DUE DATE: 21.03.2017

GOVERNMENT OF INDIA, MINISTRY OF FINANCE

NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS (NACEN)

REGIONAL TRAINING INSTITUTE (RTI)

'A' wing, 3rd floor, Madangir road, Pushpa Bhawan,

New Delhi-1100062

TEL: 011-29051893.

FAX: 011-29053531.

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NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS (NACEN)

REGIONAL TRAINING INSTITUTE (RTI)

'A' wing, 3rd floor, Madangir road, Pushpa Bhawan,

New Delhi-1100062

Section-I

(Bid Reference)

DOMESTIC COMPETITIVE BIDDING

(Through Call of Tenders)

Tender No. NACEN/NEW DELHI/01/2016

Name of the Work/	Providing Housekeeping, Cleaning&Attendant Services in the office
Description of Services.	of NACEN, RTI, at 'A' wing, 3 rd floor, Pushpa Bhawan, Madangir Road, New Delhi- 110062 and Housekeeping, Cleaning, Room Attendant&Security Services at its Hostel, A-13-A, MIG Flats, Mayapuri (near metal forging factory), New Delhi.
Period of Sale of Bidding	07.03.2017 to 16.03.2017
Documents	
Last Date & Time for	21.03.2017 at 17.00 hrs.
Receipt of Bid	
Date and Time of	24.03.2017 at 15.00 hrs.
Opening of Bid	
Officers from whom the tender documents can be obtained and to whom they can besubmitted.	Shri Govind Ram, Superintendent, National Academy of Customs, Excise & Narcotics (NACEN), Regional Training Institute (RTI), 'A' wing, 3 rd floor, Pushpa Bhawan, Madangir Road, New Delhi-110062

NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS (NACEN)

REGIONAL TRAINING INSTITUTE (RTI)

'A' wing, 3rd floor, Madangir road, Pushpa Bhawan,

New Delhi-1100062

SECTION -II INVITATION FOR BID

TENDER NO. NACEN/NEW DELHI/01/2016

National Academy of Customs, Excise & Narcotics (NACEN), RTI, New Delhi, invites sealed bids under the two-bid system from reputed parties having ISOor equivalent Certification or having sufficiently long experience in providinghousekeeping services to Govt. institutes, for providing House Keeping Services including among others, cleaning and sanitation services also, as specified in the bid document, for a period of one year for the specified area of the campus at theNACEN, RTI, New Delhi. The Purchaser and the Supplier of Services, by mutual consent may, however, extend the contract for a further period of 12 months onthe same terms and conditions. The scope and nature of services to be providedare mentioned at Section-V of this bid document and pertain to House Keeping, cleaning, sweeping, mopping of rooms, floors, stair cases, corridors, approachroads, other open spaces, fittings and fixtures, toilets, etc. (for more specificdetails refer to section V) in the specified areas in the premises of NACEN, RTI, NEW DELHI& its hostel.

2. The bid document can be obtained from the Superintendent,NACEN, RTI, A wing, 3rd floor, Pushpa Bhawan, Madangir Road, New Delhi-110062, from**07.03.17 to 16.03.17**between **11.00 hrs. to 17.00 hrs.** on all workingdays (Monday-Friday).

3. Sealed bid quotations along with the Earnest Money Deposit (EMD) ofRs.10,000/- (Rs. Ten Thousand only) should be submitted to the office of theSuperintendent (Administration) NACEN latest by 21.03.2017 at 17:00 hrs.The bid quotations against this tender will be opened at 15:00 hrs. on24.03.2017.

4. The complete bidding document is also available for viewing and downloading at NACEN's website: <u>www.nacen.gov.in</u>

Sd/-Superintendent

NACEN, RTI, NEW DELHI.

Mobile No.09868170803

SECTION-III

INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to all the reputed parties having ISO orequivalent Certification or having sufficiently long experience (at least three years) in House Keeping, cleaning, sanitation and allied services to Govt.institutions.

2. The National Academy of Customs, Excise & Narcotics (NACEN),hereinafter may also be referred to as the <u>"Purchaser"</u> and the successfulbidder for providing the services shall be referred to as the <u>"Supplier"</u>

3.The Bidder is expected to examine all instructions, forms, terms &conditions, and specifications in the bidding documents. Failure to furnish allinformation required by the bidding document or submission of a bid notsubstantially responsive to the bidding document in every respect willresult in rejection of the bid

4. The bidder is required to fill up the Profile of its Organization in the formatgiven as per **Annexure – I** of this Bid Document.

5. At any time prior to the deadline for submission of bids, the Purchasermay, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a writtenamendment. All prospective bidders who have given their e-mailing address atthe time of obtaining the bid document will be notified of the amendment, whichwill be binding. The amendment will also be available on the NACEN websitewww.nacen.gov.in

6.In order to allow prospective bidders reasonable time within which to takethe amendment into account in preparing their bids, the Purchaser, at itsdiscretion, may extend the deadline for the submission of bids.

7. The bid prepared by the Bidder, as well as all correspondence anddocuments shall be written in **English** language.

8. The bids are to be submitted in two parts in separate sealed envelopes, i.e., "Technical Bid" and "Financial Bid".

9. The **Technical Bid** prepared by the bidder shall include the following:

(a) Full particulars of organizations where the bidder has supplied such services in the current and three preceding financial years. (Self-attested copies of therelevant work orders to be enclosed)

(b) Self certified copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous three financial years (2013-14 to 2015-16)

(c) Self certified photo copy of the PAN card.

(d) Self certified photocopy of Sales Tax Registration Certificate / Service TaxRegistration Certificate, ESIC Registration, Employee Provident Fund Registration.

(e) Information regarding any litigation, current or during the last five years inwhich the bidder was/is involved, the names and address of the opposite party(s)case number and court in which pending and the disputed amount.

(f) Details regarding any work order / contract that was abandoned by the bidderat any stage or withdrawn from, prematurely terminated or resulted in inordinatedelay along with reasons for the same (copies of relevant documents to beenclosed).

(g) Information regarding the proceedings for bankruptcy, insolvency or windingup, if any, in which the bidder is / was involved.

In case information required vide Para (e) to (g) is nil. This required to bementioned very categorically.

10. The **Financial Bid** shall comprise of the price component for all the services indicated in the Section-III and V of the bid document. The price quoted by the bidders should include the amount of all applicable taxes, wherever and whichever applicable. The prices once accepted by the Purchaser shall remain valid till the currency of the contract. The Purchaser shall not entertain any increase in the prices during the said period.

The Financial Bid should clearly state whether the bidder would abide bythe minimum wages rate requirement for Central Government Establishmentsunder the Minimum Wages Act. and as amended/increased from time to time.

The Financial Bid shall not be less than an amount arrived at after takinginto consideration this above prevailing minimum wage rate as per centralgovernment norms, for each persons deployed by the supplier/bidder.

11. Prices shall be quoted in Indian rupees only.

12. Bids shall remain valid for 90 days after the date of bid opening prescribed

by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13. In exceptional circumstances, the Purchaser may solicit the Supplier's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Supplier may refuse the request without forfeiting its EMD. A Supplier accepting the request will not be required norpermitted to modify the bid. Such extension shall under any circumstance or condition, however, not be requested or allowed beyond completion of one year after the end of this contract.

14. Sealing and Marking of Bids:

(a) The **Technical Bid** along with EMD instrument should be placed in one**sealed envelope super scribed "Technical Bid"**. The **Financial Bid** should bekept in a **separate sealed envelope super-scribed "Financial Bid"**. Both theenvelopes should then be placed in **one single, sealed envelope superscripted "Bid for House Keeping, Attendant & Security Services"** and should be addressed to theSuperintendent, NACEN, RTI, A wing, 3rd floor, Pushpa Bhawan, Madangir Road, New Delhi-110062. The bidder's name, telephone number andcomplete mailing address along with e-mail address should be indicated on thecover of the outer envelope.

(b) Both the inner envelopes super-scribed **Technical Bid** and **Financial Bid** should have the name and full address of the bidder so that if required, they maybe returned to the bidder without opening them.

(c) If the outer and inner envelopes are not sealed and marked as required, the

Purchaser will assume no responsibility for the bid's misplacement or premature opening.

(d) If for any reason, it is found that the Technical Bid reveals the Financial Bid or related details in any manner whatsoever, or, the Financial Bid is enclosed in the

envelope super-scribed, "Technical Bid", the Bid document will be summarilyrejected in the first instance itself.

(e) All the Bid documents submitted should be **serially page numbered** and contain the **table of contents** with page numbers. Each page of the bid shall be signed by the bidder with the stamp of the Organization.

15. Deadline for Submission of Bids:

(a) Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

(b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case, all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

(c) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the bid document will be rejected and returned unopened.

16. Modifications and Withdrawal of Bids:

(a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

(b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice should be through a signed confirmation by the bidder. The Purchaser should receive it before the deadline for submission of bids.

(c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the Bidder's forfeiture of its EMD.

17. Opening and Evaluation of Technical Bids:

(a) The Tender Committee appointed by the Purchaser will open all **Technical Bids** in the first instance on the appointed date, time and venue. All the biddersare required to be present at the time of bid opening.

(b) During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing or by email only.

(c) No bidder shall contact the Purchaser on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing. However, all bidders are strongly advised to furnish allmaterial information in the bid itself.

(d) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or purchase order decision will result in immediate rejection of the bid.

(e) The results of the evaluation of the Technical Bids along with the date of opening of the Financial Bids will be communicated in writing to the qualifying bidders by email. The unsuccessful bidders will be informed on request.

18. Opening and evaluation of Financial Bids:

(a) The Purchaser will open the Financial Bids of bidders as specified in para 17(e) above.

(b) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.

19. The Purchaser shall make the contract payment as per the payment schedule mentioned below:

(a) Monthly bills submitted in duplicate by the Supplier for the work executed in the preceding month complete in all respects. No advance payments shall be made.

(b) The bills submitted by the Supplier should include requisite performa duly filled in, certified by the **designated authority**, as specified by the Purchaser, stating satisfactory performance of the job, for releasing the payments. The Supplier will maintain proper record of all statutory payments made by it, and will annex it along with monthly bills. The bills shall carry a self declaration about payment of all statutory dues/taxes etc.

(c) If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/ abandoned, or if the number of persons employed by the supplier is reduced from the stipulated number for any period, the payment / value of this job order shall be reduced on pro-rata basis by the Purchaser and would be binding on the Supplier.

(d) No escalation of price whatsoever would be allowed during the pendency / currency of the contract.

20. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the Purchaser's action.

21. The Purchaser will award the contract to the Bidder whose bid has been determined to be the most responsive to the Bidding Document and who has offered the best-evaluated bid in terms of price and quality of performance promised and other relevant parameters, within 30 days of the opening of the Financial Bid.

22. The word "**bidder**" as used in this document shall mean the one who has signed the tender document forms. He may be either the Principal Officer or the duly authorized representative in which case, the bidder shall submit a certificate of authorization. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by such representative or the Principal Officer.

23. The Bidder shall sign its bid with the exact name of the organization concern and in case of a proprietorship concern, the name and address of the proprietor to which the contract is to be awarded.

24. The Bid document filed by the bidder shall be typed or written in indelible ink.

25. In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid document separately and prominently (even though the deviations may not be material). It must be ensured that the price related deviations are not indicated in the

Technical Bid document in any manner. The Purchaser reserves the right to reject the bid having deviations from the prescribed terms and conditions.

26. It will be the sole responsibility of the bidder alone to execute the entire contract on its own accord.

27. Prior to the submission of Bid, the Bidder/authorized representativeshould personally inspect the specific area (as per Section-V) covered bythe services, at the Purchaser's premises at NACEN, RTI, New Delhi at his/herown cost and under prior permission. This is necessary to enable the bidderto gather all information so as to facilitate the bidder to accurately prepare the Bidafter taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed therein and expected from the Supplier.

28. The contract shall be deemed to have been concluded at Delhi for allpurposes and therefore, the Courts of India at Delhi alone will have exclusivejurisdiction to determine any unresolved dispute in relation to the said contract.

29. It will be mandatory for all the prospective bidders to bid for all the itemsspecified in Section-V (read with Annexure-III) of the bid document.

30. The Purchaser at its discretion may exercise an option to place order on the successful tenderer to supply the services in part. The Purchaser may exercise this option not later than 30 days of the opening of the financial bid. The tenderer shall, at his option, agree to the above, in writing within 15 days of the written offer by the Purchaser.

31. Making misleading or false representation knowingly or unknowingly orproviding false or misleading information in the bid document knowingly orunknowingly will lead to disqualification of the Bid and the Bidder at any stage.

32. Where the bid has been signed by the Authorized Representative onbehalf of the organization concern, the bidder shall submit a **certificate of authority** and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. Purchaser can outright reject any bid not supported by adequate proof of the signatory's identity, residential and office addresses and authority.

33.Bidder shall give in writing the following certificate along with his/her bid "**Read and accepted the instructions to Bidders**" by putting his/her Signature alongwith the stamp of Bidder of Authorized Signatory.

34. The decision of NACEN, RTI, NEW DELHI, will be final and binding to all bidders.

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SECTION-IV A. TERMS & CONDITIONS OF CONTRACT

1.No alteration should be made in any of the **terms and conditions** of the bid document by scoring out or deleting or erasing. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be rejection.

2. A sum of Rs. 10,000/- (Rupees Ten thousand only) must be deposited as Earnest Money Deposit (EMD) through Bank Draft in favour of DDONACEN FARIDABAD, & must accompany the technical bid in the sealed envelope without which the Bid will be rejected. The said amount will be forfeited, if the successful tenderer fails within the time fixed by the Purchaser to sign the contract on terms contained in the bid document. The earnest money of the successful Bidder will be refunded after the furnishing of valid Performance Guarantee. For the other Bidders, the Earnest money instrument will be returned within 20 days of the completion of the financial evaluation by registered post. No interest will be payable on this deposit.

3. The successful bidder will be required to deposit a **Performance Bank Guarantee** of **Rs. 50,000/- (Rupees Fifty Thousand only)** as security for duefulfillment of the contract. The Bank guarantee should be executed in theperforma in Annexure-2. It should be valid till the expiry of twelve (12) monthsperiod after the date of placing the order by the Purchaser. The bank guaranteemust be submitted within 10 days from date of issue of supply order. Thissecurity shall be liable to forfeiture in the event of any breach or nonobservanceof the terms of the contract by the bidder or premature withdrawal from executionof work awarded for any reason. This performance bank guarantee will be inaddition to the security or EMD mentioned in para 2 above. The performancebank guarantee will be renewed by the supplier before and if contract isextended.

4. The successful bidder will be required to provide to the Purchaser a documentary proof of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Supplier under this contract, along with any approval / other order of such Labour Commissioner that the Supplier may be required to obtain by any Law or Act in force at the time of the awarding of the contract to the Supplier. In case the Supplier is exempted from obtaining such Registration or approval or other order from the Labour Commissioner, it will be required to produce an Affidavit duly signed by the Principal Officer or the Authorized signatory on behalf of the Supplier that it is so exempted or not required to obtain any such Registration or approval or other order from the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Supplier under this contract.

5. No bid will be considered unless and until **all the pages / documents** comprising the Bid are properly signed and stamped by the person/s authorized to do so.

6. In the event of a bid being accepted, the quotations will be converted into a contract, which will be governed by the terms and conditions given in the biddocument. The instructions to bidders shall also form part of the contract.

7. The terms and conditions of contract given (as given in **Section-IV**) alongwith the Instructions to Bidders (as given in **section III**) and the Scope of Work(as given in **Section-V**) should be signed and returned in the envelope markedas "**Technical Bid**", otherwise the tender will be rejected.

8. All above conditions will be enforced, unless written order of Purchaser isobtained relaxing any specific condition in any specific instance.

9. The Purchaser does not bind itself to accept the lowest tender.

10. Any change in the constitution or substantial ownership of the concern of the Supplier shall be notified for thwith by the Supplier in writing to the Purchaserand such change shall not relieve any former member of the concern from anyliability under the contract. No new person shall be accepted into the concern by the Supplier in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.

11. The Supplier acknowledges that he/she has made himself/herself fullyacquainted with all the conditions and circumstances under which the suppliesrequired under the contract will have to be made or furnished and works requiredunder the contract executed and the terms, clauses and conditions, specifications and other details of the contract and the contractor. The Suppliershall not plead ignorance on any matter as an excuse for deficiency inservice or failure to perform or with a view to asking for increase of anyrates agreed to the contract or with a view to evading any of his obligations under the contract.

12. In the event of the Supplier failing to fulfill or committing any breach of anyof the terms and conditions of this contract; or if the Supplier or his agents oremployees are guilty of fraud in respect of the contract or any other contractentered into by the Supplier or any of his partners or representatives thereof with the Purchaser; or if the Supplier or his agents or employees attempt to or director indulge in giving, promising or offering any bribes, gratuity, gift, loan perguisite, reward or advantages pecuniary or otherwise to any person in the employment of the Purchaser in any way relating to such officers or person or persons, office oremployment; or if the Supplier or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceedings or makesany compromise with his/their creditors or attempts to do so; or if at any timeduring the pendency of the contract, it comes to the notice of the Purchaser, that the Supplier has misled it by giving false/incorrect information, then without prejudice to the Purchaser's right and remedies otherwise, the Purchaser, shallbe entitled to terminate this contract forthwith, and encash the performance bankguarantee and to blacklist the Supplier. The cost all incidental charges or expenses, shall be recoverable from the Supplier on demand.

13. In any question, difference or objection whatsoever that may arise in anyway connected with or arising out of this instrument or the meaning or operationof any part thereof, or the rights, duties or liabilities of either party, then, save inso far as the decision of any such matter as has been hereinbefore provided forand has been so decided, every such matter including whether its decision hasbeen otherwise provided for and/or whether it has been finally decidedaccordingly or whether the

contract should be terminated or has been rightlyterminated in whole or part and as regard the rights and obligations of the partiesas the result of such termination, shall be decided by the Purchaser and the the the shall be final and binding on the Supplier.

14. The Supplier will be responsible for the good conduct and high degree ofdiscipline of all workers deployed by it and will be legally liable for any harm orloss arising to any person whomsoever, in whatever form, from any misconductor any act of negligence, omission or commission, whether intentional orotherwise, of the Supplier or any of the workers / subcontractors / agents / anyothers deployed by the Supplier in the course of providing any services stated inthis contract, and will bear full responsibility and cost of the same. The Purchaserwill not be liable for any loss or harm to any person within or outside the NACEN,RTI New Delhi, office from any act of omission or commission of any of theworkers / subcontractors / agents / any others deployed by the Supplier in thecourse of providing any services stated in this contract.

15. The Purchaser shall not be liable for any compensation, claim or damagesetc. due to any accident, injury or harm to any person deployed by the Supplieror death due to accident or otherwise, which may arise out of any circumstancesrelated or unrelated with their duties at NACEN, RTI, New Delhi. **The Purchasershall be indemnified by the Supplier for all such claims.**

16. Without prejudice to the preceding term of contract, the Supplier will beliable to reimburse the Purchaser of any cost or legal liability / penalty / fineimposed on the Purchaser by any authority, because of any misconduct or anyact of omission or commission, whether intentional or otherwise, of the Supplieror any of the workers / subcontractors / agents / any others deployed by theSupplier in the course of providing any services stated in this contract

17. After the award of contract, the Supplier shall be on trial for twomonths, subject to fortnightly review of performance, and the continuanceof the contract for the remaining period shall be subject to the satisfactoryperformance during the trial period.

18. The Supplier shall be solely responsible for compliance with all thestatutory laws/rules/regulations such as those concerning PF, ESI, Labour laws,Minimum wages, any statutory duty or taxes etc. The Purchaser shall not beliable for any contravention/non-compliance on the part of the Supplier. Anycontravention/non-compliance on the part of the Supplier would be construed as a sufficient ground for termination of the contract at the discretion of thePurchaser. Notwithstanding this, in the event of the Purchaser being visited withany penalty/fine etc., by any agency/authority due to the non compliance /contravention on the part of the Supplier to any statutory laws/rules/regulationsetc., the Purchaser reserves the right to recover such fine/penalty etc., from theSupplier by way of recovery from the bills raised by the Supplier or by any othermeans. The supplier / service provider will submit an undertaking aboutcompliance to the various statutory provisions. The supplier shall be solely liablefor any violations of provisions of the Labour Act or any other Act or regulation.

19. The Supplier shall ensure that all the person employed are provided withappropriate uniform along with their name tags and the same is to becompulsorily worn by them all the time when on duty. The uniform shall besupplied by the supplier at his own cost to the persons deployed for this work.and the NACEN, RTI,

New Delhi shall have no liability, whatsoever on this account. The uniform shall be approved by the Pr. Additional Director General, NACEN, RTI, New Delhi.

20. The Supplier will ensure that no person deployed by it indulges insmoking, drinking alcohol, consumption of any other intoxicants, chewing paan,tobacco etc or unnecessarily loitering in the premises without work. If any persondeployed by the Supplier is found to be indulging in these activities, a penalty ofRs. 100/- per person per incident will be leviable by the Purchaser, which will be intimated by the Purchaser to the Supplier within 3 days of the incident, anddeducted from the monthly payment of the Supplier.

21. The supplier shall only employ those persons who are approved by thePurchaser by writing or email and shall not remove them without expressapproval of the purchaser in writing or by email. The Supplier shall promptlyreplace, after due approval of new person, any person deployed by it, who isfound to be medically unfit, or not maintaining adequate personal hygiene, orwhose behaviour is found to be not courteous or who is otherwise found to beunfit for working within the NACEN Campus or unfit for being deployed for theseservices by the Purchaser. In case the Supplier fails to remove or replace suchperson beyond three days after the request of the Purchaser to replace him, apenalty of Rs. 100/- per day per such person will be leviable by the Purchaser, which will be intimated by the Purchaser to the Supplier within 3 days of theincident, and deducted from the monthly payment of the Supplier. The Suppliershall not remove any person, once approved by the purchaser , without theapproval of the purchaser in writing or by email.

22. A penalty of up to Rs. 100/- per day per room / corridor / Lounge or anyother place as specified in section V of the bid document will be leviable by thePurchaser for every incident where cleaning is not done according to the termsand conditions prescribed in the contract, which will be intimated by thePurchaser to the Supplier within 3 days of the incident, and deducted from the monthly payment of the Supplier.

23. Notwithstanding anything contained herein, the NACEN, RTI, New Delhi reserves the right to terminate the bid by giving 01(One) months notice in writingwithout assigning any reason and without incurring any financial liabilitywhatsoever to the bidder and will not be liable to any additional charges orcompensation payable to the Supplier or any other person

24. The Supplier may discontinue the contract at any point of time, by giving anotice at least 60 days before the intended date for discontinuation, but will forfeitis performance guarantee submitted by it in that case. In case of discontinuationwithout a notice or a notice less than 60 days prior to the intended date of discontinuation, the Purchaser will have the right to claim damages, and recoverthem from the payments due to the Supplier or by any other means, in addition offorfeiting the performance guarantee of the Supplier.

25. On the expiry of the contract, the supplier shall handover all the articles ingood condition, which were entrusted to it. The Performance Bank Guarantee willbe released by the Purchaser on the expiry of the contract only if the Purchaseris fully satisfied that all the articles have been handed over to the Purchaser and the equipment and property under the maintenance of the supplier have not beendamaged. In case of any damage to the articles, equipment or property under themaintenance of the supplier, an amount equivalent to the damages will beintimated by the Purchaser and will have to be paid by the Supplier before

thePerformance Bank Guarantee is released. In case of delay of more than 15 daysin payments, the

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Purchaser may, at its discretion, recover the same amount outthe Performance Bank Guarantee furnished by the Supplier.

26. The supplier or any body else on his behalf shall not use the premises of the

NACEN RTI, New Delhi directly or indirectly for any other business or activitiesrelated thereto. Any items required to be moved outside the NACEN's premisesshall be permissible only after proper gate pass from the prescribed authority hasbeen obtained. Any infringement of this condition will entail penal consequences including the termination of contract.

27. No other cost, charges, wages, dues and compensation whatsoever the staffemployee or other persons engaged by the supplier / services provider payableby the NACEN or shall be claimed by the contractor from NACEN for the services required to be rendered by the supplier over and above the said contractual payments.

28. The supplier shall keep the NACEN, RTI, New Delhi, indemnified against allclaims whatsoever in respect of the employees deployed by him at a variouspoints. In case any employee of the supplier so deployed enters in dispute of any nature, whatsoever, it will be the prior responsibility of the supplier to contestthe same. In case NACEN is made party and is supposed to contest the case, the NACEN will be reimbursed for the actual expenses incurred towards counselfee and other expenses which shall be paid in advance by the supplier toNACEN. Further the supplier shall ensure that no financial or any liability comeson NACEN in this respect, of any nature whatsoever and shall keep NACEN indemnified in this respect.

29. The Supplier shall be solely responsible for payment of wages/salaries otherbenefits and allowances to his personnel that might become applicable underany Act, or Order of the Govt. The NACEN, RTI, New Delhi, shall have no liabilitywhatsoever in this regard and the bidder shall indemnify this NACEN, RTI,against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.

30. The supplier shall further keep NACEN, RTI, New Delhi, indemnified against anyloss to the NACEN property and assets, i.e movable and immovable, owned orrented.

31. The NACEN shall have further right to adjust and / or deduct any of theamount as aforesaid from the payment made to the supplier under this contractfor providing services as specified.

32. The supplier shall **furnish an indemnity bond from the General Insurance Corporation at its own cost to indemnify NACEN against any claim arisingout of or connected with this agreement.**

33. Insurance cover protecting the agency against all claims applicable underthe Workmen's Compensation Act, 1948, shall be taken by the Supplier. TheSupplier shall arrange necessary insurance cover for all persons deployed byhim for short duration. The NACEN, RTI, shall not entertain any claim arising outof mishap, if any, that may take place. In the event of any liability/claim falling onthis NACEN, RTI, the same shall be reimbursed / indemnified by the bidder.

34. The supplier shall in no case lease/transfer/sublet or appoint care taker forservices.

35. The supplier shall be fully responsible for theft, burglary, fire or anymischievous deeds by his staff. Any loss due to any of above reasons shall becompensated by him in full.

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36. It is made clear that the engagement of the service provider does not inany way confer any right to the supplier or the persons that may bedeployed by him in this office, for claiming any regular or part timeemployment in this office or any other Govt. Office.

37. Any items required to be moved outside from the NACEN's premises shallbe permissible only after proper gate pass has been obtained from the prescribed authority. Any infringement of this condition will entail penalconsequences including the termination of bid.

38. The duty hours of housekeeping staff would be decided by the NACEN, RTI, New Delhi.

38. That any liability such as Service Tax, EPF, ESI etc. shall be borne by thesupplier and shall be deposited by the service provider with respective authorities and consequential benefit shall be given to the employees under contract during the contract period.

39. ARBITRATION

(i) In the event of any question, dispute *I* differences arising under this agreementor in connection with (except as to matters the decision of which speciallyprovided under this agreement) the same shall be referred to the sole arbitratoras approved by the Pr. Additional Director General, NACEN, RTI, New Delhi.

(ii) The award of the arbitrator shall be final and binding on the parties. In theevent of such arbitrator to whom the matter is originally referred is beingtransferred or vacating his office or resigning or refusing to work or neglecting hiswork or unable to act for any reason, whatsoever, the Pr. Additional DirectorGeneral, NACEN, RTI, New Delhi shall appoint another person to act as Arbitrator inplace of the outgoing Arbitrator in accordance with the terms of this agreementand the person so appointed shall be entitled to proceed with the reference fromstage at which it was left by the predecessor.

(iii) The expression Pr. Additional Director General shall mean and include acting /officiating Pr. Additional Director General of NACEN, RTI, New Delhi.

(iv) The arbitrator may from time to time, with the consent of all parties enlarge the time for making (an publishing) the award.

(v) The arbitrator may give interim awards and / or directions, as may berequired.

B. OTHER TERMS AND CONDITIONS FOR THE BASIC SERVICES /WORK:

1. All the services and any other works of similar type as may be entrusted to the supplier from time to time by this institute (NACEN, RTI, New Delhi) are to berendered without, causing any hindrance or disturbance to the NACEN staffworking before and after normal working hours and shall be carried outeffectively and in accordance and conformity with the standards of neatlymaintained office premises.

2. For providing satisfactory services as above under the contract, thesupplier shall deploy who are medically fit.

3. The supplier's representative will personally supervise the work and willattend the complaints / suggestions recorded in the **register maintained in theInstitute** on daily basis. After attending to the complaints the supplier will get theregister countersigned in satisfaction of the complaint within 24 hours of the complaint being recorded in the register.

4. The workers deployed for House Keeping, Attendant & Security Personal will be checked by NACEN staff randomly, while coming to the premises and while leaving the premises.

5. All cleaning materials will be provided by the purchaser. These materials willbe handed over to the supplier or his representative who will receive and issueunder signatures on the receipt and Issue Register. Acid will not be used forcleaning of fixtures. The supplier shall also bring sufficient number of cleaningequipment, vacuum cleaning equipment etc. at his own cost for effectivecleaning.

6. The supplier will present the bill on monthly basis, which will be dulyverified and certified by the NACEN, RTI, New Delhi that the services renderedduring the preceding month was satisfactory. In case the services are not fullysatisfactory the NACEN, RTI, New Delhi will make suitable deduction from the billbased on complaints not attended at the rate of Rs 100/- per complaint notattended within stipulated time.

7. The supplier will be paid the contracted amount per month for the aboveservice and except the above amount, this institute will not pay anything.

8. The supplier / service provider shall communicate the names, parent,age, residential addresses etc. of the persons deployed at the institute. They willdisplay their names on their uniforms and they will be provided gate pass and dentity cards by the supplier.

9. The supplier shall maintain proper records of the attendance of the staffengaged by him for rendering housekeeping, attendant & security person services which shall be produceddaily before the officer in charge for verification. **No minor labour shall beengaged by the supplier / service provider.**

10. The Pr. Additional Director General, NACEN, RTI, New Delhi, or any personauthorized by the Director General shall be at liberty to carry out surprise checkson the persons so deployed by the supplier in order to ensure that the requirednumber of persons are deployed and they are doing their duties as per thecontract.

11. The supplier / service provider shall ensure that the persons so deployeddo not take away any property of the NACEN, RTI and if there is any loss to theinstitute on account of dishonesty, connivance of the persons engaged by the contractor and / or

due to any other cause, the contractor shall make good ondemand the loss to the institute. NACEN, RTI, New Delhi will make suitablearrangements to ensure compliance in this regard.

12. The persons deployed by the supplier for the work / service asspecified above shall be the employees of the supplier / service providerfor all intents

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and purpose and in no case shall a relationship of employerand employee between the said persons and the Institute shall accrueimplicitly or explicitly.

13. The person so deployed shall remain under the control of the supplierwho alone shall be liable for payment of their minimum wages and other duesand entitlements as prescribed under various Labour Laws and regulations andNotifications and other statutory provisions.

14. The supplier / service provider shall ensure that all employees getminimum wages and other benefits as are admissible under various Labour Lawslike Minimum Wages act 1948etc. The supplier shall provide full information toNACEN RTI NEW DELHI, in respect of the wages etc. paid to its employees sodeployed in conformity with the provisions of contract labour (Regulations and Abolition) Act, 1970 or any other law in force for the time being.

15. The supplier shall be responsible for fulfilling all his obligations towardsthe persons deployed under law, namely under the minimum wages Act, BonusAct, Maternity Benefits Act, Shops and Establishment Act etc. and applicablefrom time to time.

16. The supplier shall conform to the provisions of Central / State Act or the Regulations on the subject as well as terms and conditions of the agreementwhich, subject to award of contract, may be made mandatory.

17. The supplier shall be permitted to consume water and electricity forrendering the service contract.

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SECTION- V

SCOPE OF WORK

Specification of services to be rendered

The scope of work to be entrusted and undertaken consists of Housekeeping Services including cleaning and sanitation services as per details given below in specified areas of the campus / premises of the NACEN, SITUATED AT "A wing, 3rd floor, Pushpa Bhawan, Madangir Road, New Delhi-110062, and Hostel at A-13-A, MIG Flats, Mayapuri (near metal forging factory), New Delhi.

The prime object of housekeeping services is to maintain the following premises in aneat and tidy condition along with other miscellaneous works as specified hereunder.

Sr. No.	Name of Building/Location	Area in [in sq. feet]	Work Area
1	Office of the Pr. Additional Director General, NACEN, RTI, New Delhi [A wing, 3 rd floor, Pushpa Bhawan, Madangir Road, New Delhi- 110062]	11000	NACEN OFFICE -consists of Officer's cabins and class rooms, computer lab, common room, guest room and library etc.
2	NACEN HOSTEL [A-13-A, MIG Flats, Mayapuri (near metal forging factory), New Delhi]	11500	NACEN HOSTEL –consists of ground plus 2 floors (6 flats)& open area on back side.
	Sub total-	22500	

NOTE: Cleaning material required for maintaining the premises shall be supplied by the NACEN, RTI, New Delhi.

Works to be performed in academy / hostel are as under:-

1. Opening and closing of entire NACEN RTI, Delhi premises.

2. Proper and effective cleaning and sweeping and wet mopping of the entireoffice/NACEN Hostel area including the lobby & staircases daily and twice aday.

3. Personal Attendance at the officer's Cabins.

4. Daily cleaning/dusting of furniture like tables, chairs, Visitor's chairs, sofas, almirahs etc., and all the electronic gadgets like computers, telephones, faxmachines, photo copier machine etc. The doors, windows, glass and aluminium channels in the entire office should be cleaned daily.

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5. Proper and effective cleaning and washing of toilets, urinal, washbasins, sinks, sanitary fitting and fixtures using disinfecting material like VIM, Phenyl, Harpic, Surf etc. twice a day and whenever required.

6. Dusting and proper cleaning with wet cloth of all items of furniture and theirproper positioning in Lecture Hall, Computer Lab, Officer's rooms, Libraryrooms daily.

7. Miscellaneous services such as serving of drinking water / refreshment etc.during conference/Courses/Meeting/Seminars by deploying dedicatedpersonals.

8. Running of Xerox Machine, fax machine and making of course material etc. bydeploying dedicated personals.

9. Effective operations of electronic gadgets of class rooms/ computer lab/ ACESlab/ Officers rooms, etc.

10. Collection of all the sweepings, garbage and wastes and transport / dispose of the same to the nearest pit.

10. Maintenance and up keep of the entire office premises.

11. Shifting of furniture and other equipments as per need, delivery of Dak, bills,cheques, letters and movement of files (within and outside the NACEN, RTI, Delhi) to the concerned person/authority through post/ courier / manual.

12. Dusting of doors, windows, fans, notice boards, floor bases, and art objectsprovided in all the places in the space ahead of the time of opening of the office.

13. Brass polishing of all brass works, door knobs, name plate, boards etc.

14. Keep all the article of hostel in neat and clean condition.

15. Any other work related to above scope of work as may be ordered by SeniorOfficers.

16. Serving of food (Breakfast & Dinner) for 20-25participants in hostel.

17. Provide one Security Personal for night duty in hostel.

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SECTION-VI TENDER FORM (Technical Bid)

(On the letter head of the organization/ concern submitting the bid)

То

The Superintendent NACEN, RTI 'A' wing, 3rd floor, Pushpa Bhawan, Madangir Road, New Delhi-110062

Ref.: Tender No.

Dated

Sir,

1. I/We hereby undertake to supply the services as specified in Section III to V of the Bid/tender document and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements, and abide by the all the terms and conditions mentioned in the Bid Document.

3. A crossed Bank Draft No. - _____ Dated_____ in favour of the DDO, NACEN, Faridabad for Rs.10,000/- (Rs. Ten thousand only) as Earnest Money Deposit is enclosed. The Draft is drawn on ______ Bank payable at Faridabad.

4. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid documents is the soleproprietor/constituted attorney of the sole proprietor. Or

A partnership firm, and the person signing the bid document is a partner of thefirm and he has authority to refer to arbitration disputes concerning the businessof the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney. (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

5.Self certified that the bidder has the experience of more than _____years in providing housekeeping and related services. Certified copies of at leastone work-order pertaining to each of the last two years are enclosed with this bid.

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6. Certified that the bidder has a turn-over of over Rs. _____ in this line ofbusiness in each of the last two years. Self certified copies of the annual statements of accounts including the Profit & Loss Account and the Balance-sheetare enclosed with this bid.
7. A detailed profile of the organisation as filled in as prescribed in theAnnexure -1 of the bid document is enclosed with this bid. Other details required to be submitted with

this bid as per the bid document are also enclosed asfollows:

(a) Full particulars of organizations where the contractor has supplied suchservices in the current and two preceding financial years. (Self-attested copies of the relevant work orders to be enclosed)

(b) Self certified copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous two financial years (2013-14 to 2015-16)

(c) Self certified Photo copy of PAN card.

(d) Self certified copy of Service TaxRegistration No.

(e) Self certified copy of Registration no of the firm under Contract labour [regulation and abolition] Act

(f) Self attested copy of ESIC Registration No.

(g) Self attested copy P. F. Registration No.

(h) Information regarding any litigation, current or during the last five years inwhich the bidder was/is involved, the opposite party(s) and the disputed amount.

(i) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for thesame (copies of relevant documents to be enclosed).

(j) Details of support facilities to execute the order.

(k) Information regarding the proceeding for bankruptcy, insolvency or winding upin which the bidder is / was involved.

8. We do hereby undertake that, until a formal notification of award, this bid,together with your written acceptance thereof shall constitute a binding Orderbetween us.

Yours faithfully,

(Signature of Bidder) (alongwith Name & Designation) Dated this _____ day of _____ of 2017 Address_____

Telephone:	
Mobile	
FAX	
E-mail	
	Company Seal

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SECTION-VII TENDER FORM (Financial Bid)

(On the letter head of the concern submitting the bid document)

То

The Superintendent NACEN, RTI 'A' wing, 3rd floor, Pushpa Bhawan, Madangir Road, New Delhi-110062

Ref.: Tender No. Dated

Sir,

1. Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for supply of services as per the invitation for this and in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the services detailed in Section V, of the bid document is as below:

(i). Rates for housekeeping per square feet per month are in the following proforma:-

Total amount to be paid by NACEN per month (in Rs.)	Total Area (Sq. Feet)	Rate per Sq. feet per month (in Rs.)
1	2	3 (column 1 / column 2)
	22500	

(ii) Price quoted by us in Rs. for the unskilled Office/Hostel Attendant & Security Personal is as below-

Unskilled personnel @ of per person per month**

**Break-up of cost should be given which includes minimum wages, ESI, EPF, service charges, service tax & other charges if any.

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2. We do hereby undertake that, in the event of acceptance of our bid, the supply of services shall be made as stipulated in the tender document and that we shall perform all the incidental services.

3. The price quoted is the final net price of all the services to be provided byus, inclusive of any incidental services that may need to be provided. We encloseherewith the complete Financial Bid as required by you. This includes: (a) Price schedule as per Section-V of Bid document. The word 'No Quotation' iswritten across any or all of the items in the schedule for which a bidder does notwish to tender.

(b) Statement of deviation from financial terms and conditions.

4. We agree to abide by our offer for a period of 90 days from the date fixedfor opening of the bid documents and that we shall remain bound by communication of acceptance within that time.

5. We have carefully read and understood the terms and conditions of biddocument and its implications. We do hereby undertake to supply all thespecified items of service.

6 Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the soleproprietor/constituted attorney of sole proprietor.

Ór

A partnership firm and the person signing the bid document is a partner of thefirm and he has authority to refer to arbitration disputes concerning the businessof the partnership by virtue of the partnership agreement/by virtue of generalpower of attorney.

Or

A company and the person signing the bid document is the constituted attorney. (NOTE: Delete whatever is not applicable. All corrections /deletions should invariable be duly attested by the person authorized to sign the bid document.)

7. We do hereby undertake that, until a formal notification of award, this bid,together with your written acceptance thereof shall constitute a binding orderbetween us.

Yours faithfully,

			re of the Bidder
	(alongwit	h Name 8	& Designation).
Dated this	(day of	of 2017
ŀ	Address		
Tele	phone:		
	'FAX		
I	Email		
			Company seal

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ANNEXURE - I		
PROFILE	OF ORG	ANIZATION
1. Name of the organization and in	dividuals	(In case of Proprietorship
who promoted the organization.		his/her full name should be
		mentioned here)
2. Status of the organization :		Proprietor / Partnership / Private/
(Support with documents)		Ltd. Co./Govt. / Others (Specify).
3. Postal Address	:	
4. Telephone/ Mobile No.	:	
5. Fax	:	
6. E-mail	:	
7. Web site	:	
8. Year of Establishment	:	
9. Activities/Services Offered	:	
10. PAN Allotted by IT Deptt.	:	
 11. Registration number with- i) E P F ii) Service Tax iii) Labour Department/ESIC or any otherRegistration with statutory aut 12. Returned Income for preceding three Financial Years 	hority. : FY 2013-1	4 5

FY 2015-16 _____

13. Name of the Head of the Organization/Managing Director Date: Place

Name & Signature of the Authorized Signatory and his/her status in the organization with official seal.

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<u>ANNEXURE - II</u> FORM FOR PERFORMANCE GUARANTEE

Тο

The President of India

WHEREAS

AND WHEREAS it has been stipulated by you in the said contract that theSupplier shall furnish you with a bank guarantee by a scheduled commercial bank recognizedby you for the sum specified therein as security for compliance with its obligations in accordancewith the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible toyou, on behalf of the Supplier, up to a total of

We hereby waive the necessity of your demanding the said debt from thesupplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the termsof the contract to be performed there under or of any of the contract documents which may bemade between you and the Supplier shall in any way release us from any liability under thisguarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of....., 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch (Bank"s common seal)

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Annexure - III UNDERTAKING

I/We have read and understood all the terms and conditions in all sections of the bid document. I/we hereby quote for supply of the house keeping/attendant/security services specified in the Section-V of the bid document as set forth in the terms and conditions of the contract which will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit for a sum of **Rs. 10,000/- (Rs. Ten Thousand only)** as Earnest Money and should I/we fail to execute an agreementembodying the said conditions and deposit Performance Guarantee in thePerforma given in this bid document within 10 days of the acceptance of my/ourtender, I/we hereby agree that the above sum of earnest money shall be forfeitedby the Purchaser.

Read and accepted.

Signature and stamp of the Bidder or Authorized signatory

Date: Place:

IN WITNESS THEREOF the parties have here-into set their hands on the dates indicated below:-

1. (In the case of a Proprietorship Concern or Partnership Firm) Signed By The Above Named /Proprietorship /Firm Of

	Through	/Proprietor/partner of the
firm.	-	

	Signature	
(Name & Address)

2. (In the case of a company)	
The seal of the	Company, Limited, was affixed
by the virtue of the resolution of	the BoardNoDated
the	Day of
20	-

Secretary's Signature_____(i) Date _____

(in either case) in the presence of	
1.Signature:	_ Signed by
Address:	Signature by
Description:	ON behalf of Additional Director
General)	
2. Signature:	(The Purchaser)
Address:	
Description:	