



**TENDER DOCUMENT FOR
ESTATE MAINTENANCE, CLEANING, HOUSEKEEPING
AT HALCON CARGO COMPLEX, NASHIK**

**HALCON
(Air & Sea Cargo Complex)
A Joint Working Group of HAL & CONCOR
Vill Janori, Tal Dindori, Dist Nashik
Maharashtra – 422 206
PH-02557-275296**

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TENDER NOTICE

1. Open tenders in two bid system is invited for the below mentioned works from established, experienced and reliable firms/contractors/Joint Venture/Consortium firms registered or have worked or working for at least 3 years with Railway/CPWD/MES/PWD/PSU/Reputed organizations.
2. The Tender document can be obtained from O/o Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422 206 on payment of Rs.1120/- (inclusive of 12% GST) or can be downloaded from the website www.concorindia.com, www.hal-india.com and the intending bidders should pay the tender documents sale price of Rs.1120/- (inclusive of 12% GST) at the time of submission of the tender document.
3. Complete tender papers duly accompanied with stipulated documents & EMD, shall be received HALCON as per date and time mentioned below and tender shall be opened in presence of bidders or their authorized representatives.

Tender No.	HALCON/Tender/Estate Maintenance /2018
Name of Work	Estate Maintenance, Cleaning, Housekeeping
Estimated Cost	Rs.35,63,349 for the contract period i.e. 27 months
Completion Period	27 Months or up to 25.09.2020
Earnest Money Deposit	Rs.71,267
Cost of Tender Document (Non-refundable)	Rs.1120/- (inclusive of 12% GST)
Security Deposit	10% of the value of the work
Date of sale of Tender	06.06.2018(10:00hrs) to 26.06.2018 (upto 15:00 hrs)
Date & Time of submission of Tender	26.06.2018 upto 15:30 hrs
Date & Time of Opening of Tender.	26.06.2018 at 16:00 hrs.
Financial eligibility Criteria for (A) Estate Maintenance, Cleaning, Housekeeping	The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e 2015-16, 2016-17, 2017-18) of value not less than Rs.2,37,557 The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years.
Technical Eligibility Criteria for (A) Estate Maintenance, Cleaning, Housekeeping	<ol style="list-style-type: none"> 1. Tenderer should have valid Contractor Registration Certificates or Proof of having worked/ working for at least 3 years with Railways/CPWD/MES/PWD/other Govt. Organization/PSU/Reputed Organization 2. Tenderer should have completed successfully at least one similar nature of work (i.e Estate Maintenance, Housekeeping and cleaning services for office/commercial complex in multi story buildings/Pack House) of value not less than Rs.1, 31,975 per annum in the last three financial years (i.e 2015-16, 2016-17 & 2017-18)

4. This Notice Inviting Tender is also available at HAL & CONCOR website: www.concorindia.com , www.hal-india.com
5. Any downloading from the website is at the sole risk & responsibility of the user.
6. EMD & Tender cost should be paid in favour of HALCON, Payable at Nashik.
7. Corrigendum/Addendum to this Tender, if any, will be published on website www.concorindia.com, www.hal-india.com and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same. The corrigendum, if any will form integral part of the tender document.
8. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
 - a) MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).

- b) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- a. District Industries Centers
 - b. Khadi and Village Industries Commission
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME
- c) The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.
- d) Failing (b) & (c) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12
9. For any difficulty in downloading & submission of tender document, please contact O/o Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422 206, Ph 02557 – 275296, Email: halconnasik@gmail.com
10. HALCON reserves the right to reject any or all the tenders without assigning any reason thereof.
11. Bidders interested to acquaint themselves about the location and installed structures to access the quantum of work are free to visit the site without any appointment between 11 AM and 5 Pm on any working day located at HALCON Air & Sea Cargo Complex, Vill Janori, Tal: Dindori, Nashik, Maharashtra 422 206, however should carry valid photo identity card issued by any government authority (eg, Driving License, Aadhar card, etc) along with a request letter in the letter head of the company.
12. In case of any doubt, queries, clarification, etc, the interested bidders are requested to mail their doubts, queries, clarifications etc to halconnasik@gmail.com latest by 14 days from the date of issue of NIT. All issues would be clarified, and also put on the website for the benefit of all the bidders.

For and on behalf of HALCON

Chief Executive Officer

NOTICE INVITING TENDER

HALCON Air & Sea Cargo Complex, Vill Janori, Tal: Dindori, Nashik, Maharashtra 422 206 invites Tender in two bid system, for the following work:-

Tender No.	HALCON/Tender/Estate Maintenance /2018
Name of Work	Estate Maintenance, Cleaning, Housekeeping
Estimated Cost	Rs.35,63,349 for the contract period i.e. 27 months
Completion Period	27 Months or up to 25.09.2020
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Cost of Tender Document (Non-refundable)	Rs.1120/ - (inclusive of 12% GST)
Security Deposit	10% of the value of the work
Date of sale of Tender	06.06.2018(10:00hrs) to 26.06.2018 (upto 15:00 hrs)
Date & Time of submission of Tender	26.06.2018 upto 15:30 hrs
Date & Time of Opening of Tender.	26.06.2018 at 16:00 hrs.

For financial & technical eligibility criteria etc, please refer to detailed tender notice & tender document available on website www.concorindia.com, www.hal-india.com . Addendum to this Tender, if any, will be published on website www.concorindia.com, www.hal-india.com and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.

CEO/HALCON

TENDER FORM

REF:

TENDER FORM FOR ESTATE MAINTENANCE, CLEANING, HOUSEKEEPING SERVICES CONTRACT AT HALCON, NASHIK FOR A PERIOD OF 27 MONTHS OR UPTO 25.09.2020 FROM THE DATE OF COMMENCEMENT OF CONTRACT

SL	Description	
1	Serial No. Assigned to the Tender Form	
2	Date of Issue	
3	Name of the Applicant to whom Tender Form was issued	
4	Full Address of the applicant	
5	Sealed Tender Forms shall be received upto	15:00 Hrs Dt.26/06/2018
6	Tender will be opened at HALCON, Nashik on	15:30 Hrs Dt.26/06/2018

Office Seal

Full Signature of the Official

Issuing Tender Form

Name in Block Letters-----

Designation -----

Notes / Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Chief Executive Officer/HALCON, on or before 15:30 hrs. on 26.06.2018.
- (vii) It is brought to the notice of tenderers that their tender will not be considered, if they fail to fulfill the minimum eligibility criteria as indicated in NIT / Tender Document

Thanking You

For and on behalf of HALCON**Chief Executive Officer**

(Letter Head)
Letter for Submission of Tender

Date:

From

To

The Chief Executive Officer
HALCON, Air & Sea Cargo Complex
Vill Janori, Tal Dindori, Dist Nashik
Maharashtra – 422 206

Dear Sir,

Sub: Tender for Estate Maintenance, Cleaning, Housekeeping, services at HALCON, Nashik

Ref: **HALCON/Tender/Estate Maintenance/2018**

In response to your Tender no.....dated..... inviting offers for Estate Maintenance, Cleaning, Housekeeping services at HALCON, Nashik. I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at.....
.....hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, corrigendum which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate)

I/we have enclosed an Account Payee Demand Draft/Bankers Cheque, on [Name of Bank] for Rs...../- (Rupees..... only) in favour of HALCON, payable at Nashik, as Earnest Money Deposit for this tender, in the sealed envelope superscribed as “ **EMD for Estate Maintenance, Cleaning, Housekeeping services at HALCON, Nashik**”

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within **15 (fifteen) days** after notice that the contract has been awarded to me/us and to commence the work within **30 (thirty) days** after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amount lodged with the HALCON.

The price bid is enclosed in a separate sealed envelope and super scribed as “**Price Bid for Estate Maintenance, Cleaning, Housekeeping services at HALCON, Nashik**” and placed inside the main envelope.

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:
.....
.....

Section I - Instruction to the Tenderers

1. BACKGROUND

HALCON is a joint working group of Hindustan Aeronautics Limited (HAL) – A Navaratna Company under Ministry of Defense, Govt. of India and Container Corporation of India Ltd (CONCOR) - A Navaratna Company under Ministry of Railways, Govt. of India and is located at HAL's Ozar Airport at Nashik, Maharashtra, India.

HALCON is the custodian of ICD & ACC Janori as per Customs Act, 1962 and is involved in the business of operations and management of Air & Sea Cargo complex and ground handling operations at HAL Ozar airport, Nashik. HALCON is also operating multi product integrated pack house for post harvest pre conditioning, pre cooling, packing of fresh fruits and vegetables for export to USA, EU, Australia, M.E. and other countries. The traffic handled by HALCON for the period 01.04.2013 – 31.03.2018 is as under:

SL	Business Unit	2013-14	2014-15	2015-16	2016-17	2017-18
1	Inland Container Depot (ICD) – TEUs	2788	3148	7443	14014	13215
2	Air Cargo Complex (ACC) – MT	Nil	117	401	865	1770
3	Bonded Transportation (BT) – MT	Nil	117	401	619	650
4	Integrated Pack House (IPH) – MT	906	3258	1880	4118	4225
5	Ground Handling Operations (GHO) No.	10	11	0	9	38
6	Centre for Perishable Cargo (CPC) – MT	Nil	Nil	Nil	Nil	Nil

1.1. HALCON is desirous to appoint a contractor for Estate Maintenance, Cleaning, and Housekeeping services as per scope of work, terms and conditions mentioned in this tender document.

1.2. Eligibility Criteria

1.2.1. Financial Criteria for Estate Maintenance, Cleaning, Housekeeping Services

The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e 2015-16, 2016-17, 2017-18) of value not less than **Rs.2, 37,557** The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years.

1.2.2. Technical Criteria for Estate Maintenance, Cleaning, Housekeeping Services

1.2.2.1. Intended tenderer should have valid Contractor Registration Certificates or Proof of having worked/ working for at least 3 years with Railways/CPWD/MES/PWD/other Govt. Organization/PSU/Reputed Organization.

1.2.2.2. The Tenderer should have completed successfully at least one similar nature of work (i.e **Estate Maintenance, Housekeeping and cleaning services for office/commercial complex/in multi story buildings/ Cargo Complex/ Pack House**) of value not less than **Rs.1, 31, 975** per annum in the last three financial years (i.e 2015-16, 2016-17 & 2017-18).

2. PERIOD OF CONTRACT:

- 2.1 The contract shall be awarded for a period of 27 months from the date of Commencement of contract or upto 25.09.2020.
- 2.2 In case HALCON management decides to extend the original contract period, HALCON may negotiate the prices with the contractor depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at the same rates till the new contract is finalized, beyond the initial contract period, to enable HALCON to finalize alternative arrangements.
- 2.3 The rate revision as per Section III will be applicable during the contract period. Whenever there will be enhancement in the value of the contract the security deposit @10% of the extended value shall be deducted from the first bill of the contractor.
- 2.4 HALCON reserves the right to terminate the contract at any stage, either in full or in part, without assigning any reason and without any prior notice. In the event the contract is terminated by HALCON before the completion of the initial period of two years for reasons of unsatisfactory performance or breach of contractual conditions, the full Security Deposit of the Contractor shall be liable to be forfeited.
- 2.5 No request for any change in rate will be entertained during the pendency of the contract except as provided in the tender document.
- 2.6 The date of start of physical work by the contractor shall be treated as the date of commencement of contract

3. Mode of Submission

- 3.1 Bidders are required to submit the complete documents as per guidelines given in para 4 below in a single sealed envelope superscribed as "**Bid Documents for Estate Maintenance, Cleaning, Housekeeping, services at HALCON, Nashik**". The said envelope, duly sealed, should be deposited in the box kept for this purpose in the office of the Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422 206 on or before 15:30 hrs. on 26.06.2018, or sent by post to reach on or before the said date and time of the aforesaid office.

Note: **The conditional offers shall be summarily rejected** .Tenders received before the time of opening of tenders but after due date and time of receipt of tenders will be treated as "Delayed Tenders" and will be dealt as per policy on delayed tenders. However, tenders received after the scheduled time of opening of tenders will be treated as "Late Tenders" and will not be opened.

- 3.2 All the documents submitted in the Bid must be signed by the authorized representative of bidder in the manner described below:

- 3.2.1 If the tender application is submitted by a company or a corporation, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the application, in which case a certified copy of the Board resolution/Power of attorney shall accompany the tender document. Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the tender document.
- 3.2.2 If the tender application is submitted by a Joint Venture of two or more firms, it shall be signed by each member party to the joint venture so as to be legally binding on all parties. One of the partners shall be nominated as the lead partner and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- 3.2.3 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the tender, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.
- 3.2.4 Tenderer / all the members in the case of JV shall certify that they are not black listed or debarred by HAL / CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.
- 3.2.5 Wholly owned or subsidiary or JV or JWG company of HAL / CONCOR in the logistics field, etc will be considered qualified automatically in terms of experience and financial soundness criteria.

4. "Bid Documents": Bid shall contain all the following documents:

- a) Crossed Demand Draft/Bankers Cheque of Rs. 71,267/-in favour of 'HALCON', payable at Nashik towards Earnest Money Deposit. EMD will be taken on a refundable basis. Any offer without EMD will not be considered, if not exempted
- b) Crossed Demand Draft/Bankers Cheque of Rs. 1,120/-in favour of 'HALCON', payable at Nashik towards the cost of tender document if downloaded from web site.
- c) Notarized/attested copies of the constitution of their Firm/Company,etc.
- d) Power of Attorney, if required.
- e) Copy of the CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years (i.e 2015-16, 2016-17, 2017-18) in the name of the bidder or the lead partner in case of a Joint Venture (JV).

- f) Copy of the valid Contractor Registration Certificates or Proof of having worked/working for at least 3 years with Railways/CPWD/MES/PWD/other Govt. Organization/PSU/Reputed Organization.
- g) Copy of the experience certificate in the name of the bidder or the lead partner in case of a Joint Venture (JV) for successfully completed successfully at least one similar nature of work (i.e Estate Maintenance, Housekeeping and cleaning services for office/commercial complex/in multi story buildings/ Cargo complex/ Pack House) of value not less than **Rs.1, 31, 975/-** per annum in the last three financial years (i.e 2015-16, 2016-17 & 2017-18).
- h) **Affidavit (Annexure-B)** duly filled up and signed on stamp paper
- i) This complete tender document, comprising all the chapters and Annexures, duly signed and embossed with official seal on each page by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.
- j) **Price Bid given at Annexure-I**, duly filled, signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.
- k) Certificate in the letter head of the bidder that the bidder / any member in case of JV are not black listed or debarred by HAL / CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

Note:

The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.

The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.

This tender document will be an integral part of the contract. Therefore prospective bidders are advised to go through the same before filling the tender.

5. SUBMISSION OF PRICE BID (ANNEXURE – I)

- a) The Bidder must quote the rate as per the format given at Annexure I. The bidder must clearly understand the terms of the tender and nature of work before submitting the quote.
- b) The price bid has to be placed in a separate sealed envelope and superscribed as **“Price Bid for Estate Maintenance, Cleaning, Housekeeping services at HALCON, Nashik”** and placed inside the main envelope superscribed as **“Bid Documents for Estate Maintenance, Cleaning, Housekeeping services at HALCON, Nashik”**
- c) In case of any mistake or error, the rate must be cut and written again. Overwriting in rates should be avoided. All cuttings, corrections, etc. should be counter signed by the bidder in full. In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account. Further, in case the tenderer

does not indicate a rate both in words and figures and only indicates in any one (either words or figures), then that rate will be taken into account and his bid will be evaluated accordingly. No clarification on the same shall be sought and HALCON reserves the right of interpretation of the same to its advantage.

- d) In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carry out that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly.
- e) In all such cases the successful bidder will have to abide by the decision of HALCON and carryout that particular activity at ZERO rate.

6. VALIDITY OF OFFER

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to HALCON within **120 days** of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to HALCON, and HALCON can take recourse to other legal remedies in terms of the contract.

7. EVALUATION & ACCEPTANCE OF TENDER

- 7.1 The bids will be taken out from the box at 16:00 hours of the last date of submission, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process (Technical & Financial). If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
- 7.2 The sequence of Tender opening shall be as:-
 - (i) **Earnest Money Deposit (EMD).**
 - (ii) **Technical Part.**
 - (iii) **Financial Part.**
- 7.3 Technical bid will be evaluated first as per eligibility criteria and only the qualified bidders will be informed about the date, time, and venue for opening of the financial bid.
- 7.4 The financial bid will be evaluated only for the bidders, qualified in the technical bid in the presence of such qualified tenderers as are present. If the overall rate, quoted by two or more qualified successful bidders, is the lowest and same, then the successful bidder will be selected on the basis of lottery in presence of concerned bidders. The Tender Evaluation Committee will conduct the lottery.
- 7.5 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority of HALCON, who does not bind himself to accept the lowest or any other tender

- 7.6 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 7.7 The tender documents submitted by a tenderer shall become the property of HALCON and HALCON shall have no obligation to return the same to the tenderers.
- 7.8 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from HALCON shall be communicated to HALCON within three working days.
- 7.9 HALCON shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. HALCON is also not bound to give the reasons for such disqualification.
- 7.10 **HALCON also reserves the right to:**
- a) Negotiate with the L – 1 Bidder, if deemed fit by the Competent Authority.
 - b) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of HALCON.
 - c) Accept or reject any or all of the bids in part or full.
 - d) Reject such tender at any stage of execution without any financial liability if the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favourable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently,
Any loss suffered by HALCON on this account will be recovered from the contractor. This will be done without prejudice to HALCON's right to seek any other remedy under law.
- 7.11 **Partial award of contract**
- 7.11.1 Although overall preference of HALCON would be for a single contractor to do all the jobs as given in scope of work, HALCON reserves the right to award the contract in part or in full, based on its assessment of the financial bids and reasonability of the rates. In case of such partial award,
- 7.11.2 The successful bidder cannot refuse on grounds that all jobs have not been given to it.
- 7.11.3 The successful bidder will have to deposit the security deposit / Bank Guarantee for the amounts, based on proportionate value of revised contract awarded, to be fixed by competent authority.

8. EXECUTION OF CONTRACT DOCUMENT:

- 8.1 The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief Executive Officer (CEO) HALCON in person or, if the

tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication of Letter of Intent (LOI) from HALCON's office and start the work within (30) thirty days of issue of LOI or by the date communicated by CEO HALCON. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that HALCON might take as per the Terms and Conditions stipulated in this document. The time for execution of Agreement or starting the work may be extended by competent authority by 30 days each, on the request of the Contactor, or in the interest of HALCON, if there are sufficient reasons for doing so.

8.2 The cost of stamp papers/ duties for execution of agreement shall be borne by the contractor.

9. SECURITY DEPOSIT:

9.1 The successful tenderer will be required to furnish a security deposit of an amount equal to 10% of the value of the work towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by HALCON.

9.2 The security deposit has to be submitted in the form of Bank guarantee with validity up to the end of the contract period plus six months from the date of its issue,

9.3 The security deposit may be submitted in any of the following forms with validity upto the end of the contract period plus six months from the date of its issue:

9.3.1 Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by HALCON.

9.3.2 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of HALCON.

9.3.3 12 years National Defence Certificate at the surrender value, or 10 years Defence Deposit at the surrender value, or State Loan Bonds.

9.3.4 Demand Draft/Bankers Cheque / Pay Orders

9.3.5 No interest shall be allowed or paid on the security deposit.

9.3.6 Competent authority may extend the time for submission of Security Deposit by 15 days, on the request of the Contractor, or in the interest of HALCON, if there are sufficient reasons for doing so.

Note:

- a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
- b) The National Saving/ Defence Certificates as referred in para above should be accompanied by the prescribed form duly filled in favour of M/s.

HALCON. National Certificates etc. not accompanied by this form will not be accepted as valid security money.

- 9.4 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by Competent authority, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by HALCON in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 9.5 In case the contract is extended for further period as provided in Para 2 of Section-I, the contractor will be required to furnish differential security deposit for revised amount (as finalized by HALCON) within 15 (fifteen) days from the date of agreement for extension and simultaneously the existing security deposit should be extended for the extended contract period plus six months.
- 9.6 HALCON shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. HALCON shall be entitled to recover any loss or damage that HALCON may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to HALCON under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to HALCON, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which HALCON shall deduct the same from any amount due to the contractor.
- 9.7 The security deposit referred to above may be forfeited by HALCON in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to HALCON's other rights and remedies available under law.

10. REFUND OF SECURITY DEPOSIT:

- 10.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the CEO/HALCON. However, if there is a delay, the Contractor shall not be entitled to any interest.
- 10.2 The security deposit shall be returned after submission of indemnity bond, whereby indemnifying HALCON for compliances of all statutory requirements, etc which may arise at any stage for the subject work.
- 10.3 In the event of any dispute arising between HALCON and contractor or between HALCON and any third party or in respect of any money due to HALCON in reference to this contract or other contracts entered into by the contractor singly or jointly with others and HALCON, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as HALCON may in its sole discretion deem fit until the dispute is

settled and determined. The contractor shall have no claim for compensation or otherwise for any such detention made by HALCON.

11. Safety and legal compliance:

- 11.1 It shall be the duty of the contractor to acquaint him with all safety regulations as proposed by any statutory authorities.
- 11.2 The contractor shall indemnify HALCON against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- 11.3 All liabilities owing to injury/death of the staff of the contractor during discharge of contract will be to the contractor & HALCON will stand indemnified for same.
- 11.4 The contractor while working at HALCON Cargo complex should use adequate safety/protection equipment.
- 11.5 The Contractor shall ensure safe environment and working conditions to ensure safety of life, cargo equipment and infrastructure and will take such precautions and if necessary, remedial action, required for this. This will be covered by the indemnity provided by the Contractor to HALCON.
- 11.6 The Contractor shall observe, perform and comply with all Acts, Rules, Regulations, Notifications, and Orders which may be applicable for the work under contract.

For HALCON,

Chief Executive Officer

Section II- Scope of Work and Terms & Conditions

1. The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of work.
2. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions.
3. Presently the works at HALCON is from 10:30 AM to 6:30 PM, However the timing of the shift may vary depending upon the business, the work may extend for 24x7 days a week and 365 days in a year. The contractor shall be under complete obligation for the Estate Maintenance, Cleaning, and Housekeeping services at HALCON during the period of operations at HALCON.
4. Doubts, if any, about the interpretation of any of the clauses in this section shall be referred to CEO HALCON, whose decision in the matter shall be final and acceptable by the tenderer /contractor

5. BRIEF DESCRIPTION OF THE WORK

a) Cleaning and Maintenance:

The agency will be required to provide Estate Maintenance, Cleaning, Housekeeping services at HALCON Cargo Complex, HAL Ozar Airport, Vill: Janori, Tal: Dindori, District Nashik, Maharashtra – 422 206 which includes the following locations

- i. Total area of HALCON is around 48300 Sqm, this includes approx. 1 nos. of ICD warehouse of 1800 Sqm. each for inbound and out bound cargo. Two Office space on the mezzanine floor is around 300 Sqm each. 1 nos. of ACC warehouse of 1300 sq mtr, 1 nos. of Centre for perishable cargo of 375 sq mtr and 1 nos. of Integrated Pack House of 1800 sq mtr and the remaining area is open area/parking, road, etc. However, the areas mentioned above are approximate for estimation purpose.
- ii. The above locations and areas are just an indication to assess the quantum of work.

b) Providing Electrical, Plumbing, masonry & Carpentry Service:

- i. The contractor shall be required to undertake various electrical works by following proper procedures during the operations at HALCON.
- ii. The contractor shall be required to undertake various plumbing/carpentry/masonry works on as and when required basis.
- iii. The plumbing, carpentry, masonry work will be on as and when need basis.
- iv. The contractor should have necessary tool box, Ladder for carrying out electrical, plumbing, carpentry work.
- v. Material cost for additional or repair work, if any, shall be reimbursed by HALCON on production of invoice. However, any material should be installed by the contractor only up on specific written instruction by HALCON.
- vi. The contractor shall attend electrical faults (major/ minor), if any on priority.

- vii. The Contractor shall be responsible for switching on/off the lights in warehouse, open area, common area, operation of DG set, routine maintenance and checking of electrical fittings & installations, taking meter reading, Operation of water pump,
- viii. If required, the contractor shall be required to operate Hot water immersion treatment plant, Hot / cold water Mango & Vegetable washing machine at Pack house, etc. However, these activities are just an indication of nature of work and the contractor may have to perform additional related tasks as per requirement of HALCON.
- ix. The Contractor shall be responsible for carrying out the plumbing works as per instructions of HALCON officials.
- x. The work of plumbing / carpentry/masonry will be treated as additional / extra services and the payment for the same shall be made by HALCON as per Sec III Para 9 (C). of the tender document.
- xi. In case of failure on the part of the contractor to undertake electrical, plumbing, carpentry works, HALCON shall be free to impose penalty up to Rs.2000/- per day and to make alternate arrangements at the risk and cost of the agency.

c) GENERAL UPKEEP AND MAINTENANCE

Without prejudice to general bearings of above description of work, some specific schedule of work is as under:

- i. Dusting of all the furniture on daily basis and dusting walls, ceilings etc. on weekly basis.
- ii. Daily Cleaning, washing and replacing the dustbins after removing the material from the dustbins and disinfecting it.
- iii. The offices, staircase & corridor in the administration building should be cleaned and mopped on daily basis. Vacuum cleaning should be carried out once a week.
- iv. The pack house should be cleaned and mopped at least twice daily basis. Vacuum cleaning should be carried out at least once a week or as directed by HALCON.
- v. Dry surface cleaning of Inbound Cargo and Outbound Cargo warehouses to be done on daily basis (as & when required). Wet cleaning once in a week. All sterile area, docking area, open platform, parking area to be broom on daily basis after regular interval.
- vi. Toilets in the administrative building & warehouses, to be cleaned at least twice daily to ensure cleanliness. However, the frequency of cleaning may have to be increased as per the instructions of HALCON official, if need is felt. Toilets to be inspected by the contractor or his authorized representative during the day to ensure proper cleanliness.
- vii. Suitable chemicals should be used by the agency to ensure clean urinals and wash basins.

- viii. Parking and open area should be cleaned at least once every week. Industrial vacuum cleaning should be done in warehouse once in 15 days.
- ix. Grass, wild shrubs should be cut, trimming of trees along the Complex and side wall, fence.
- x. Scrubbing and polishing of floors of rooms and corridors of administrative building should be done at least once in a month.
- xi. Computers peripherals may be cleaned in the following manner :
- xii. Cleaning of computer equipment should be done only in presence of HALCON official with dry clothes and every 15 days with Colin.
- xiii. Cleaning of peripherals (terminals/printers) should be done every day with dry cloth and on every 15 days with Colin in presence of HALCON official.
- xiv. Overhead and underground water tanks at HALCON should be cleaned once in three months.
- xv. The contractor or his authorized representative should inspect offices, warehouses, open area, toilets during the day to ensure proper cleanliness.
- xvi. Electrical equipments such as fans, panels etc. has to be cleaned whenever required.
- xvii. Cleaning of periphery/rain water drain as and when required and as per instruction of HALCON official.
- xviii. The agency will install rodent traps, sticky traps as per instruction from HALCON and will monitor the same on daily basis and replace as and when required or directed by HALCON.
- xix. The agency will spray bio chemicals twice daily in the pack house and other area as directed by HALCON.
- xx. In case of failure to undertake general upkeep and maintenance of HALCON facility, etc, HALCON shall be free to impose penalty up to Rs.2000/- per day and to make alternate arrangements at the risk and cost of the agency.

d) SUPPLY OF CLEANING MATERIAL, DISINFECTANTS, ETC. AND OTHER CONSUMABLES.

- i. The agency will supply washroom Cleaner, Table dusting cleaner, Glass cleaner, Air fresheners, Toilet cleaner, Floor cleaner, Dish Wash cleaner, Hand wash, phenol, tissue paper, toilet tissue rolls, naphthalene balls, odonil cubes, urinal cubes, rodent traps, sticky traps, bio chemicals for spraying, brush, soft/hard broom, garbage bags, wet clip mop, dry mop, toilet mop, floor duster, table duster, glass duster, face mask, gloves, drainage chock-up powder etc. of reputed brand to be used in toilets and offices.
- ii. The agency will supply plastic mugs/buckets for in all the toilets & offices and maintain/replace them as per requirement.
- iii. The agency will be required to supply hand towels in CEO's/CFO's/ Customs/NPPO office & toilets, and will be responsible for its washing on daily basis.

- iv. It is being clarified that the contractor shall supply all the cleaning material/consumables etc. of standard/branded manufacturer only. The contractor shall abide by any instructions from HALCON to supply the cleaning material/consumables of particular/required/suggested brand/make.
- v. The agency will be required to supply Paper Toilet rolls in buildings toilets with roll holder or stand, and will be responsible for their continuous supply.
- vi. In case of failure to supply cleaning material, disinfectants, etc. and other consumables, HALCON shall be free to impose penalty up to Rs.2000/- per day and to make alternate arrangements at the risk and cost of the agency.

e) DISPOSAL OF GARBAGE, WASTE SWEEPING, ETC

- i. The agency shall be responsible for the clearance from the HALCON all waste material including garbage, cargo left over, waste packing material, etc. and then subsequent disposal. The agency shall provide sufficient nos of large / small dustbins at HALCON.
- ii. The agency shall be responsible for cleaning and clearance of underground sanitary septic tanks, when required.
- iii. The agency will be required to accumulate all waste material/garbage at a location(s) as specified by HALCON officials, and shall dispose-off the same by following proper statutory norms regarding waste disposal such as Municipal Corporation / State Government / Local Bodies / customs / Airport and Health Dept. Authorities., Rules/Acts/Statutes regarding "Garbage Disposal" of custom, Airport, and Health dept. authorities.
- iv. Contractor shall ensure timely clearance of garbage/waste material for which adequate arrangement should be made. It should be ensured that the accumulated garbage / waste materials do not lie in the premises for more than two days. In case the removal is delayed, HALCON shall be free to impose penalty up to Rs.2000/- per day and to make alternate arrangements at the risk and cost of the agency.
- v. For the disposal of wooden pallets/planks, HALCON can detain the pallets/planks if they are required for HALCON use or otherwise.
- vi. The Agency shall be liable for all expenses incurred in the process of disposal of garbage/waste material/waste sweepings.

f) EQUIPMENT, AND MATERIAL REQUIREMENT :

- i. The agency has to use own equipment, tools and implements required for this work like brooms, brushes, carts, trolley, trucks, ladders, buckets, mugs baskets, vacuum cleaner, scrubber, gardening tools, cleaning machines, spanners, insulation tape, srew-drivers, etc.
- ii. The agency has to use its own cleaning material like soaps, detergents, soda, disinfectants preferably phenyl, room freshner, dusters, cloth pieces or any other material required for this work and directed by the officer in charge.
- iii. Water and electric energy required for cleaning purposes shall be allowed free by HALCON only upto available point in the yard/office. However, in case of

non-availability of the same due to any reason, the contractor will have to arrange the same at contractor's cost.

- iv. The tentative list of the equipment's required for cleaning work (but not limited) is as under:

Sr. No	Equipment
1	Wet/Dry Vacuum machine
2	Road Brush (Nylon)
3	Dust collector (Steel)
4	Garbage drum (with Wheel)

g) INCIDENTAL WORK

General & incidental works, if any related to Estate Maintenance, Cleaning, Housekeeping services, etc may also have to be performed by the contractor for which no separate payment will be made.

6. SUBMISSION OF REPORTS:

- i. The contractor shall submit daily reports to HALCON for all the activities performed in the format acceptable to HALCON. The contractor shall abide all instructions given to him/her by HALCON for submission of reports.

7. DEPLOYMENT OF EQUIPMENT BY THE SUCCESSFUL BIDDER:

- i. The successful bidder will be obliged to position the tools & equipments at HALCON, Nashik at least two days prior to the scheduled start of work.
- ii. The successful bidder to be appointed as contractor shall, before the commencement of the operations, get all the tools & equipment inspected by the HALCON official.

For HALCON

Chief Executive Officer

Section III – General Conditions

1. DEFINITION

- a. **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- b. **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the HALCON.
- c. **Name of Tender:** means the work for which tender is being floated.
- d. **Pre Qualification Bid:** means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of his Financial Bid.
- e. **Schedule of Rates:** means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- f. **Financial Bid:** means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- g. **Container:** Container shall mean various types of ISO/DSO containers i.e. Dry container, Reefer container, Flat rack, Open Top etc used for transportation of export/import and domestic cargo which could be 20'/22'/40'/45' or tank container.
- h. **Unsatisfactory Performance:** The unsatisfactory working will include the following:
 - i.Repeated failure to adhere to the work schedule.
 - ii.Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
 - iii.Failure to provide manpower in consonance with work requirement for a continuous period of (3) three days.
 - iv.Failure to provide requisite number of equipment, or ensuring its availability in consonance with contractual requirement for a continuous period of (3) three days.
 - v.Repeated instances of improper work.
 - vi.Repeated instances of failure to comply with instructions of CEO/HALCON.
 - vii.Breach of terms of the contract.
- i. **Inland Container Depot (ICD):** A place used for storage of cargo, stuffing and destuffing of containers especially sea cargo.
- j. **Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the HALCON, and shall include his employees, agents, etc.
- k. **HALCON:** HALCON means a Joint Working Group of M/s Hindustan Aeronautics Ltd & M/s Container Corporation of India Limited with its office at Air & Sea Cargo Complex, Vill Janori, Tal: Dindori, Nashik, Maharashtra – 422 206
- l. **Laws:** Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- m. **Taxes :** Goods & Service Tax, Cess Tax, Value Added Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time, on container/cargo handling and transportation, storage etc.

- n. **Competitor:** A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of HALCON in a particular catchment area.
- o. **Integrated Pack House (IPH):** A place recognized by APEDA and other govt bodies for post harvest processing of fresh fruits and vegetables as per guidelines issued from time to time.
- p. **Air Cargo Complex (ACC):** A place used for storage of cargo, stuffing and destuffing of air containers especially air cargo.
- q. **Centre for Perishable Cargo (CPC):** A place used for temporary storage, examination and screening of perishable cargo especially air cargo.
- r. **Cargo:** Goods of any description (Perishable & Non Perishable which may be Hazardous and Non Hazardous), including packaging and containers supplied by the Principal or Owner of the goods, including goods held in trust.
2. **CONTRACTOR'S RESPONSIBILITIES & DUTIES**
- a) The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions, works, and existing facilities available at HALCON Nashik, before submission of their bid.
- b) All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep HALCON indemnified against liabilities arising out of the contract on this account.
- c) The contractor shall be solely responsible for compliance of all applicable laws or as amended/ implemented from time to time and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following :-
- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
 - (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
 - (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
 - (iv) The Minimum Wages Act 1948.
 - (v) The Payment of Bonus Act 1965.
 - (vi) The Payment of Gratuity Act 1972.
 - (vii) The Payment of Wages Act 1936.
 - (viii) The Motor Vehicle Act.
- d) The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable laws.
- e) Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify HALCON against all the payments, claims and liabilities whatsoever incidentally arising out of or for the

compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in HALCON.

- f) The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at HALCON premises duly screened and verified, preferably through police verification. HALCON shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CEO HALCON such person's conduct is not commensurate with the requirements, discipline, decorum and decency of HALCON and/or the person is not desirable with proper performance of the work.
- g) The contractor shall pay not less than minimum wages rate as notified by the appropriate authority to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.
- h) In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, HALCON is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of HALCON due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, HALCON shall be at liberty to recover from contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of HALCON under relevant sections of the concerned Acts. HALCON shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by HALCON to the contractor whether under the particular contract or otherwise, HALCON shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to HALCON security for all costs for which HALCON might become liable in contesting such claim. The decision of HALCON regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
- i) If HALCON, at any time, considers the mode adopted by the contractor of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.
- j) The contractor should supervise all the activities as per scope of work and all the manpower shall be appointed by the contractor. The employees so appointed by the Contractor shall be governed by the terms and conditions of employment as decided by the Contractor. The Contractor shall be solely responsible for compliance with all the statutory requirements regarding such

employment. HALCON shall not be liable for any facilitation or for any compensation arising out of any disputes in regards to any employee other than the personnel appointed by HAL and HALCON.

- k) The contract labourers engaged by the contractor will be required to work eight hours/ day in all working days. However, if required, they will also be made available in required number for work on Sundays/Holidays
- l) All employee related expenditures like salaries, provident fund, medical, LTC, FSC etc. for the manpower deployed by the contractor shall be borne by the Contractor. Further, liability for statutory compliance related to payment of salaries, provident fund, medical, LTC, FSC etc. for the contractual staff of contractor shall be with contractor, and HALCON should be completely indemnified from it.
- m) The Contract labourers employed by the contractor will have no claim whatsoever on the HALCON and shall not raise any industrial disputes either directly or indirectly with or against the HALCON in respect of any of their service conditions so long as they are deployed at HALCON premises for the execution of the above contract and even after the expiry of contract.
- n) Contractor should have their own terms and conditions for employment of their employees.
- o) The contractor should issue their employees with a formal letter of appointment.
- p) The contractor shall ensure smooth conduct and behavior on the part of his employees and shall endeavor to maintain discipline and industrial peace.
- q) Contractor should make their own transport arrangement for their personnel.
- r) Contractor's personnel engaged at HALCON premises for carrying out the work should follow the rules and regulations of HALCON
- s) The contractor shall provide police verification of the persons engaged by them for security clearance and issue of entry passes.
- t) Contractor shall execute the work as per the direction of HALCON and to the entire satisfaction of the Chief Executive Officer whose decision will be final.
- u) The Contract work should be supervised directly and controlled by the contractor or his officials/supervisors.

3. EXIT CLAUSE

HALCON will also have the liberty to seek a cause of termination of contract by serving an advance sixty days notice against contractor in case there are strong business reasons for it doing so as determined by its management

4. TERMINATION OF THE CONTRACT

- a) In the event of breach of any terms of the contract, HALCON Shall is entitled to terminate the contract at any time by giving notice as mentioned in the

foregoing clauses without waiting for the sooner determination thereof by efflux of time as agreed under the contract.

- b) Any unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of HALCON (who shall be the sole judge and whose decision shall be final), the contractor shall be liable to be fined up to Rs.2000 (Rupees Two Thousand only) per event at the sole discretion of CEO/HALCON, it shall also be open to HALCON to terminate this contract by giving not less than (7) seven days notice in writing to that effect and if the contractor, does not make good his default within the notice period, HALCON shall be entitled to terminate the contract as a whole or in part.
- c) In the event of such termination of the contract, HALCON shall be entitled to:
 - i. forfeit the security deposit as it may consider fit;
 - ii. get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time HALCON is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by HALCON in getting the work done and damages which HALCON may sustain as a consequence of such action.
- d) If the extra expenditure incurred by HALCON on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from any payments pending to the contractor under this tender or from money due to the contractor by HALCON under this or any other contract or otherwise. The contractor shall have no claim whatsoever against HALCON, in consequence on such recoveries or termination of the contract, as stated above.
 - i. The certificate of CEO HALCON, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
 - ii. If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, HALCON will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

5. DEBARRING OF BUSINESS DEALINGS

- a.) In the event of premature termination of contract in terms of provisions of clause above, HALCON shall also be entitled to debar the contractor for participation in future tenders of HALCON for a period as deemed fit ranging from one (01) to three (03) years.
- b.) Further, in case if it comes to the notice of HALCON that the bidder/contractor has used forged documents or misrepresented the facts in any manner either

to get the contract or during the pendency of the contract, in all such cases HALCON at its sole discretion may terminate the contract and debar such contractor for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of Termination of contract will become applicable.

6. LICENCE/PERMISSION/REGISTRATION/CERTIFICATION

- a) It shall be mandatory for the contractor to obtain (or at least apply for) labour licence before the commencement of the work. (To enable the Contractor to apply for labour licence, necessary certificate of award of work shall be given by HALCON).
- b) Wherever any Certification/ Licence /Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Certification/Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or HALCON as and when required. The contractor shall pay all levies, local taxes, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for equipment, employees or workers engaged. These charges shall be borne by the contractor.
- c) However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax.

7. INSURANCE:

- a) It is advisable for contractor to take a suitable insurance policy for the work to be undertaken by him as per scope of work. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of HALCON for fulfillment of this contract. HALCON, however, will be recovering the value of any damage that has arisen due to lapse/ fault on the part of the contractor from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.
- b) The Contractor shall take adequate insurance for the workmen as required under the workmen's Compensation Act and/or Public Liability Insurance Act.
- c) The Contractor should renew the Insurance policy well in time.
- d) The Contractor shall deposit the original copy of the valid insurance policy to HALCON from time to time for verification.

8. PAYMENTS

- a) Subject to any deductions, which HALCON will be authorised to make under the terms and conditions of this contract, the contractor shall be entitled for payment for jobs performed by him, at rates finally accepted by HALCON.
- b) The tenderer has to prepare his monthly bill on his firm's letterhead as per agreed rate in contract and to submit it to HALCON for payment. Tenderer shall enclosed along with the monthly bill the copy of PF remittance (PF Challan), with personnel list, copy of Service tax challan, Copy of Professional Tax Challan remitted to Government. Contractor will produce the above original documents to HALCON for verification. After verification HALCON shall make monthly bill payment after deduction of TDS /other taxes as applicable/ damages/ recoveries due. The aforesaid payment of the bill will ordinarily be made within (15) fifteen days of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- c) **PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES**
 - i. The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by HALCON, subject to the terms and conditions of this contract. In the absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to carry out or render such services.
 - ii. If any altered/additional work is required to be executed as per requirement for proper execution of the contract work for which there are no established rates in Schedule of rates, the same shall be payable as per provisions stated hereunder:-
 - a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.
 - b) If direct working out is not possible, the contractor shall be paid on the basis of reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery with 15% extra on total cost to cover contractors profit, supervision, overheads, establishments etc.
 - c) On the basis of original purchase bill/labour payment voucher of contractor with 15% contractor profit and overhead charges upto Rs.10,000/- in each case (excluding contractor profit) subject to satisfaction of CEO/HALCON
 - iii. Decision of Chief Executive Officer (HALCON) regarding reasonable labour cost and reasonable material consumption and cost shall be final and binding on contractor.

- iv. Deduction towards Income Tax at source is applicable under I. T. Act 1961.will be made from all payment made to contractor.
- v. Should there be any over payment made in advertently to the contractor on this contract or in any other contract, HALCON shall have the right to recover such amounts from the contractor, either by deducting the amount from any sums that may be due or may become due to the contractors by the company on any account whatsoever from this or from any other contract or from the Security Deposit made by the contractor. HALCON shall also have right to recover such amount from any other contract entered by contractor with Hindustan Aeronautics Limited / Container Corporation of India Ltd, anywhere in India

9. TIME LIMIT FOR SUBMISSION OF BILLS

- a) The contractor shall make a claim for the services rendered under this contract to HALCON within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the CEO/HALCON on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- b) No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by HALCON Nevertheless; the CEO/HALCON on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- c) Notwithstanding what has been laid down in the Clause on Payment. The decision of the CEO/HALCON shall be final and binding on the contractor.

10. RATE REVISION CLAUSE

- a) The contracted rates shall remain operative throughout the contract period except for the variation in minimum wages, D.A. and levy rates or revision of minimum wages as the case may be as specified below:-
 - i. The rate of increase in the contracted rates would be commensurate with the increase in the minimum wages as notified by the Government from time to time. However, the first such revision would be considered only after six months of the commencement of the contract. Subsequent rate revisions would be after six months interval thereafter. HALCON will increase the contracted rates, on contractor's request from time to time subject to submission of revised minimum wages rate circulars from the appropriate authorities. However, in case of decrease in minimum wages, HALCON will be free to revise (decrease) the rates on its own as per the guidelines, which again will be at six months interval only.

Illustration:

Suppose the Minimum wage rate on the date of submission of the tender mentioned above was Rs. X and it is Rs. Y after revision by the Labour Board. Accordingly, % increase in contract rates will be as under:

For 1st rate revision % increase will be = $(Y-X) / X * 100$ will be the % increase in the originally accepted contract rates

For subsequent minimum wage revisions, let the Wage rate be Rs. Z. Then, in this case the % increase will be = $(Z-Y) / Y * 100$ will be the % increase over the rate accepted during the previous revision. It may be noted that no request for any change in rates will be entertained during the pendency of the contract except as mentioned above.

- b) The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case HALCON management decides to extend the original contract period, HALCON may negotiate the prices with the contractor depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at the same rates for another 4 (four) months, beyond the initial contract period, to enable HALCON to finalize alternative arrangements.

In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective.

11. SUBLETTING /OUT SOURCING

- 11.1. The contractor shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of HALCON.

12. INDEMNITY & LIABILITY

- a) The contractor shall Indemnify HALCON and be liable to compensate HALCON for all damages, losses and claims in respect of damages / injuries to containers or cargo or to Customs or to any other person or damages to property belonging to HALCON and / or to any cargo held in trust by HALCON or other property belonging to the HAL / CONCOR, whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by HALCON and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with HALCON/CONCOR/HAL for any other place / location.
- b) HALCON will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case HALCON is to incur any liability, the same will be recovered from the contractor.

13. JOINT PROCEDURE ORDER

Terminal Manager of HALCON and contractor will draw a joint procedure order for implementation of this contract in which the system of documentation etc. will be decided upon.

14. Force Majeure

Notwithstanding anything in this agreement to the contrary neither HALCON nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

15. ILLEGAL GRATIFICATION:

Any bribe commission, gift or advantage taken or promised to be taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative from the users of the cargo complex, shall in additions to any criminal liability that the contractor may incur, entitle HALCON to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by HALCON.

The contractor shall not lend to or borrow from or enter into any monetary dealings or transactions either directly or indirectly with any employees of HALCON and, if he shall do so, HALCON shall be entitled forthwith to rescind the contract and all other contracts with HALCON.

16. PROHIBITION AGAINST TAKING WORK FROM HALCON/GOVERNMENT SERVANTS

No person who had retired within two years prior as a Gazetted Officer in Executive or Administrative duties in any Government Service or HALCON shall be a contractor. The Contractor shall under no circumstances employ any person in the employment of HALCON for the purpose of carrying on this contract and further shall not employ any person previously in the employment of the Government or HALCON without express sanction in writing of HALCON. The contract is liable for cancellation if the contractor himself or any of his employee is found to be a person to whom this applies and who had not obtained necessary permission of HALCON.

17. ARBITRATION

- a) Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the CEO of HALCON. There will be no objection if the arbitrator so appointed is an employee of HAL/CONCOR/HALCON

- b) If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the CEO HALCON, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- c) It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- d) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to or by the contractor shall be withheld on account of such proceedings.
- e) The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- f) The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- g) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- h) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- i) The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- j) Notwithstanding anything contained elsewhere in this Contract, the Courts at Pimpalgaon, Dist Nashik, Maharashtra, India alone shall have jurisdiction to try and deal with any matter or dispute whatsoever arising out of this Contract

18. DEATH OF THE CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

19. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the HALCON, shall be issued or taken on its behalf by the CEO or official, in charge of HALCON. The contractor shall furnish to CEO HALCON, the name(s), designation(s) and address(s) of his authorized representative and all

complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

20. INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the CEO HALCON, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the CEO.

21. JURISDICTION

Notwithstanding anything contained elsewhere in this Contract, the Courts at Pimpalgaon, Dist Nashik, Maharashtra, India alone shall have jurisdiction to try and deal with any matter or dispute whatsoever arising out of this Contract

For HALCON

Chief Executive Officer

ANNEXURE-I
SCHEDULE OF RATES (PRICE BID)

Bidders shall duly fill up the format specified below, and shall seal and mark the Financial Bid Form, as specified in Section I of the tender document. Bidder with the lowest rate in the financial bid shall be the Successful Bidder.

Part A

SL	Item	In figures	In words
1	Section II Scope of Work SL 5 (a) to 5 (c) of the Tender Document ~ Lump sum Amount / Month		

HALCON will reimburse per month the following amount as per description:

Part B

SL	Description		Amount
1	Section II Scope of Work SL 5 (d) Towards Supply of Cleaning Material, Disinfectants, etc and other Consumables	Lumpsum	Rs.10000
2	Section II Scope of Work SL 5 (e) Towards Disposal of Garbage, Waste sweeping, etc	Lumpsum	Rs.5000
3	Section II Scope of Work SL 5 (f) Towards Equipment & Material for housekeeping	Lumpsum	Rs.5000
		Total	Rs.20,000

1. The bidder must quote the rate inclusive of all statutory levies, PF, Contractor's margin, etc. however GST will be paid Extra at applicable rate
2. The bidders must note that there will be no revision in the rate during the contract period except as mentioned in Section III.
3. In case of discrepancy in the rates quoted in words and figures, those in words shall prevail.
4. In case of any correction, kindly initial at the place correction is made.
5. I/we hereby declare that I/we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer.

For Bidder,

Name of Signatory : _____

Designation : _____

Sign & Stamp : _____

ANNEXURE-II

SPECIMEN OF AGREEMENT
(TO BE EXECUTED ON BOND PAPER OF RUPEES ONE HUNDRED)
HALCON
(A Joint Working Group of HAL & CONCOR)

AGREEMENT FOR ACTING AS CONTRACTOR FOR PROVIDING ESTATE MAINTENANCE, CLEANING, HOUSEKEEPING SERVICES AT HALCON CARGO COMPLEX JANORI, NASHIK

Contract Agreement No. _____ Dated _____

This agreement made this _____ Day of _____ Two Thousand and Seventeen between the HALCON (A Joint Working Group of Hindustan Aeronautics Ltd & Container Corporation of India Ltd), Air & Sea Cargo Complex, Vill Janori, Tal, Dindori, Dist Nashik, Maharashtra – 422 206, represented herein by the Chief Executive Officer (hereinafter called HALCON) of the ONE PART and the _____ represented herein by the _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of [.....] at HALCON Air & Sea Cargo Complex, Vill: Janori, Tal: Dindori, Nashik, Maharashtra – 422 206 at the rates and under the terms and conditions specified in the tender document and its annexure.

Whereas the contractor has agreed with HALCON to perform all the operations set forth in the tender document and its annexure, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by HALCON, the contractor shall duly perform the said operations in the said tender documents and its annexure set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of HALCON and will carry out the work in accordance with the terms and conditions of contract with effect from [..... day of, 2017 up to day of, 20__] and will observe, fulfill and honors all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and HALCON hereby agrees that if the contractor observes and honors the said terms and conditions of the contract, HALCON will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by HALCON.

In witness whereof the said parties have hereunto set their hands the day and year first above written

_____	_____
For and on Behalf of Contractor	FOR AND ON BEHALF OF HALCON
Proprietor/Director/...	Chief Executive Officer
WITNESS	WITNESS
1. _____	1. _____
_____	_____
2. _____	2. _____
_____	_____

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

Annexure III
SPECIMEN OF BANK GUARANTEE

1. In consideration of HALCON, acting through the Chief Executive Officer, having its office at Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra, 422 206, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to provide estate maintenance, cleaning, housekeeping services at HALCON, Nashik . on its behalf on the terms and conditions of the agreement dated [.....]. made between [..... and] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to HALCON, an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the containers or cargo therein or the HALCON, by reason of any failure of the contractor to undertake estate maintenance, cleaning, housekeeping services safely in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief Executive Officer HALCON, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the HALCON, by reason of any failure of the said contractor to perform the said operations safely. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....] .
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the HALCON, under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the HALCON, or until the end of (Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the HALCON, within four months from the date of aforesaid agreement.

5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by HALCON. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the HALCON the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the HALCON, that HALCON, shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the HALCON, against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearing, act or commission on the part of the HALCON, or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the HALCON, in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

Annexure - A

CHECK LIST TO BE FILLED AND SUBMITTED ALONG WITH BILL EVERY MONTH

		Bill for the Month		
(A) ESTATE MAINTENANCE, CLEANING, HOUSEKEEPING				
SL	Document to be submitted	Yes	No	Remarks if any
1	Submitted valid labour licence.			
2	Submitted valid PF Registration Certificate.			
3	Submitted PF Account number of every labourers/employees along with their nomination details.			
4	Submitted Monthly proof of payment of PF contribution for every individual and six month returns thereof.			
5	Submitted Valid ESIC Registration Certificate/Workmen Compensation policy.			
6	Submitted Proof of ESIC Registration number of every labourers/employees and monthly proof of payment of ESIC contribution in respect of all labourers.			
7	Submitted ESIC card issued to every labourers/employees deployed by contractor.			
8	Submitted proof/declaration of payment of Goods & service tax of previous month to the department by the contractor.			
9	Monthly payment being made to all labourers satisfying the minimum wages as published by GOI from time to time.			
10	Proof towards supply of cleaning materials.			
11	Monthly reports as directed by HALCON			

Certified that contractor has compiled all terms & conditions available in tender documents and other terms in force as per HR Guidelines.

Annexure-B

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer.)

I _____ (Name and designation) _____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of HALCON, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CONCOR's website www.concorindia.com /HAL website www.hal-india.com and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) The decision of HALCON with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We _____ [insert name of the tenderer] _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.

**DEPONENT
SEAL AND SIGNATURE OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:-

Dated:-

Attestation before Magistrate/ Notary Public.

Annexure-C

FORM FOR DECLARATION TO BE GIVEN BY THE TENDERER BEFORE TENDER NEGOTIATION

I/We..... do declare that in the event of failure of the contemplated negotiations relating to Tender No. opened on my original tender shall remain open for acceptance on its original terms and conditions.

I/We also declare that I/We am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I/We increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

**Signature of Tenderer's
with stamp**

Annexure : D**Check list to be filled by Bidder before Submission of Bid**

SL	Documents to be submitted by the tenderer alongwith their bid	Check & confirm of having attached these documents alongwith Bid (Yes/No)
1	Cost of the Tender document in the prescribed format.	
2	Earnest Money Deposit (EMD) in the prescribed format.	
3	Balance Sheets with profit & loss accounts for the last three years and Chartered Account's Certificates	
4	Valid Contractor Registration Certificates or Proof of having worked/working with Railways/CPWD/MES/PWD/other Govt. Organization/PSU & their Subsidiary.	
5	Experience Certificate for executing works of similar nature as per tender eligibility requirements, issued by with State Govt. or Central Govt. or Public Sector Undertakings.	
6	Affidavit for sole Proprietorship / Partnership deed of Private or Limited Company, Cooperative Society, PSU, etc, (Firm details)	
7	Certificate of Registration with company of Registrars.	
8	Memorandum of Articles and Association, if required.	
9	Joint Venture Agreement in the prescribed format, if required.	
10	Power of Attorney in original	
11	Certificate in the letter head of the bidder that the bidder / any member in case of JV are not black listed or debarred by HAL / CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.	
12	Letter of submission of tender on the letter head	
13	Submission of complete tender document, duly signed & stamped each page	
14	PF Registration Certificate	
15	Permanent Account Number (PAN) Card	
16	Sales Tax Return / IT Returns / VAT/GST Registration Certificate	
17	Bank Details (Account No., Bank Name, MICR No, RTGS No. cancelled cheque)	
18	Affidavit Annexure B to be submitted along with Tender	