



**BIHAR LEGISLATIVE ASSEMBLY SECRETARIAT,  
PATNA-800015**

**TENDER DOCUMENT FOR PROVIDING HOUSE KEEPING AND  
FACILITY MANAGEMENT SERVICES AT BIHAR VIDHAN  
MANDAL BHAWAN, PATNA**

**NIT NO:**

**Date: 20/07/2017**

## **Bihar Legislative Assembly, Patna- 800015**

Tender No.

### **TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES**

Sealed quotations are invited from ISO Certified Companies / Proprietary Firms / Partnership Firms having minimum three years of experience of providing housekeeping and facility management services in Govt. Organisation or Reputed Private Sector Companies / Organisation/ Autonomous Bodies, for providing housekeeping and Facility Management Services in the BLA Premises on contractual basis for a period of Two Years which may be extended further for One Year subject to satisfactory performance. The Tender document i.e; terms and conditions of the tender along with the prescribed forms can be downloaded from BLA website [www.vidhansabha.bih.nic.in](http://www.vidhansabha.bih.nic.in). Complete tender documents with all enclosures and earnest money of Rs.1,00,000/- (Rupees One lakh only) in the form of A/c payee Demand Draft/FDR / Bankers Cheque of any nationalised bank drawn in favour of "**D.D.O Bihar Vidhan Sabha, Patna .**"Payable at Patna (Refundable till the finalization and award of tender to one of the tenderer) pledged in the name of **Secretary Bihar Legislative Assembly, Patna**. One envelope containing technical bid and EMD & the other for financial bid & both the envelope should be sealed in third envelope marked as tender for House Keeping Services can be submitted on or before 21 August 2017 upto 03:00 P.M . Tenders received after the date given above will not be considered. Tenders will be opened on the same day i.e 21 August 2017 at 03:30 P.M in the presence of tenderers, who wish to be present in that. If the date of opening of tender is declared a Gazetted Holiday, the same will be accepted and opened on the next working day at the same time.

The Bihar Legislative Assembly reserves the right to reject any or all the tenders without assigning any reason.

**Secretary**  
**Bihar Legislative Assembly**  
**Patna-800015**  
**Tel. No. 0612-2217840**  
**[www.vidhansabha.bih.nic.in](http://www.vidhansabha.bih.nic.in)**  
**Email: [secretary.bvs-bih@gov.in](mailto:secretary.bvs-bih@gov.in)**

**TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES AT**

**BLA**

Sealed tenders are invited for housekeeping services in Bihar Legislative Assembly. Patna- 800015.

<b>Name of Work</b>	<b>Earnest Money</b>
Mechanized Cleaning & House Keeping in Main Building, Annexe and Extended Building of Bihar Legislative Assembly, Patna- 15	Rs. 1,00,000/-

1. Eligible agencies may visit/inspect the site on any working day between 10.00 AM to 05.00 PM and on working day (Monday to Friday) by contacting the Bihar Legislative Assembly, Patna- 15
2. Tender documents consist of the following:-
  - i) Tender Notice including eligibility criteria.
  - ii) Instructions to Tenderers
  - iii) General Conditions of Contract
  - iv) Declaration (Annexure 'A')
  - v) Scope of Work (Annexure 'B')
  - vi) Resource requirement. (Annexure 'C')
  - vii) Technical Bid
  - viii) Financial Bid
  - ix) Draft of Agreement
3. Sealed tenders with separate Technical and Financial bids filled in the specified proforma and addressed to Secretary Legislative Assembly, Patna- 15.
4. Details of the Tender Document can be seen at B.L.A website [www.vidhansabha.bih.nic.in](http://www.vidhansabha.bih.nic.in)
5. Tenders received after the closing date and time shall not be considered.

**6. Important Dates:**

- |  |   |
|--|---|
| <b>1. Date and Time for Pre-Bid Meeting</b>  | <b>: 04 Aug 2017, 3:30 P.M</b>  |
| <b>2. Publication of clarifications of queies from pre- bid meeting</b>                | <b>: 10 Aug 2017</b>  |
| <b>3. Last date and time of submission of bid</b>                                      | <b>: 21 August 2017, 3:00 P.M</b>   |
| <b>4. Date and Time of opening of Envelope Containing Technical Proposal &amp; EMD</b> | <b>21 August 2017, 3:30 P.M</b>   |
| <b>5. Presentation/Demo</b>  | <b>: 22 August 2017, 11:30 A.M<br/>onwords depending upon the<br/>number of technically bidders</b> |
| <b>6. Financial Bid Opening</b>  | <b>: 31 August 2017, 3:30 P.M</b>   |

7. **Address for venue of bid opening** : **Official Chamber of Secretary,  
Bihar Legislative Assembly  
Secretariat, Patna-15**
8. **Address for Communication** : **Secretary, Bihar Legislative  
Assembly Secretariat, Patna-15**
9. **Email id for Communication** : **Secretary.bvs-bih@gov.in**

**Note: The Tenderers whose technical bids are accepted will be informed by Telephone/email and notice will be uploaded on the official website of Bihar Legislative Assembly [www.vidhansabha.bih.nic.in](http://www.vidhansabha.bih.nic.in)**

## **I. ELIGIBILITY CRITERIA**

### **A. Eligibility Criteria:**

1. The Tenderer must have a minimum average annual turnover of Rs.1,00,00,000/- (Rupees One Crore only) in the last three years and should be profit making during the last three years. Copies of the following documents should be submitted along with the Technical Bid.
  - a) Service Tax Certificate
  - b) Registration Certificate
  - c) PAN No.
  - d) The tenderer should have the Registered/Branch Office in Patna.
2. The Tenderer should have sufficient and experienced employees as per requirement on its rolls or rolls of its associates specifically trained for housekeeping work (Annexure 'C'). Full list of the employees, viz., name, age, employee code, designation, experience in the field of housekeeping, PF, ESI details (technical bid page 2) etc. should be attached with the technical Bid. Document in support of ESI, EPF deductions should be attached with the Technical Bid. Details of the health and safety measures, the tenderer takes for his workers should also be attached with the technical bid.
3. The Tenderer should have minimum three years of experience in doing similar nature of work and have successfully completed.
  - a) One similar work of value equal to Rs. 30 Lakhs annually.

### **4 Marking System**

#### **4.1 Technical Score**

The Proposed Marking System for evaluation of Technical Bids would be as follows:

	Evaluation Criteria	Maximum Marks
A	Organization Related (65 marks)*	
	A1 Year of In/Operation of the Bidder (15 marks)	
	(1) Less than 3 years	0
	(2) 3 years – less than 5 years	6
	(3) 5 years – less than 7 years	9

	(4) 7 years – 10 years	12
	(5) More than 10 years	15
A2	Organization Status (30 marks)	
	(1) Proprietary firm/Partnership firm	10
	(2) Private Ltd Company	20
	(3) Public limited Company	30
A3	Financial Status of the Company (15 marks)	
	Average annual turnover during last 3 years starting 2014-15. Turnover should not include turnover from catering services.	
	(1) up to Rs 0.99crore.	0
	(2) Rs 1.00crore to less than Rs 1.49crore	6
	(3) Rs 1.50crore to less than Rs 1.99 crore	9
	(4) Rs Rs 2.00 crore to less than Rs 2.49 crore	12
	(5) Rs 2.50 crore and more	15
B	Nature of experience in facilities management at least one client in that segment with annual billing more than Rs 10 Lakh in any of the last 3 years (20 marks)*	
	(1) Experience only in Private Sector	4
	(2) Experience only in MNC's	8
	(3) Experience only in Public Sector	12
	(4) Experience in <b>any two</b> of (1),(2) and (3) above	16
	(5) Experience in all the above	20
C	Technical Presentation/Demo (20 marks): The Presentation shall cover following aspects: Approach & Methodology, Organization Chart, Monitoring with complete justification of how the services will be provided efficiently.	20

In case of ongoing agreements a certificate / letter must be made available from the client regarding the same.

- a. Technical scores of each technically evaluated bids based on the above criteria would be calculated after evaluation of information and supporting documentation submitted by each bidder. All bidders who have submitted information and documentation as per the tender documents and have scored more than 70 marks on the technical criteria would be considered technically eligible and referred to as Technically Evaluated Responsive Bidders or Pre-qualified Bidders.

## **II. INSTRUCTION TO TENDERERS**

1. The tenderers are required to submit two separate Bids i.e. – Technical and Financial, as per prescribed proforma. The two Bids should be submitted in two separately sealed envelopes marked “Technical Bid for Housekeeping Services in BLA, Patna” ***(Documents must be submitted in spiral binding. Bid submitted in loose sheets will be rejected.)*** and “Financial Bid for House Keeping and Facility Management Services in

BLA, Patna". Both sealed envelope should be put in a third sealed envelope marked "Tender for House Keeping Services in BLA,Patna". Both sealed envelope should be put in a third sealed envelope marked "Tender for House Keeping Services in BLA, Patna" up to 3.00 PM of 21 August 2017.

2. Tenders will be opened at 03:30 P.M on 21 August 2017 by a Tender Evaluation Committee constituted for the purpose in the presence of tenders and /or their representative who may like to be present on given date and time.
3. The tenders form must be clearly filled in ink legible or typed. The tender should quote the rates and amount in the figures and as well as in words. In case, there are differences of amount in words and in figures, amount mentioned in words shall be treated correct and final. Alternations unless legibly attested by the Tenderer shall be disqualified and rejected. Tender document, must be duly signed by the tenderer himself, or his authorized signatory.
4. The forwarding letter and attested copies of the following documents are required to be submitted along with the tender:  
List of clients with Satisfactory Performance Certificate issued by various organizations where such type of work / jobs are being executed presently or have been performed by the contractor earlier, must be enclosed in support of credibility of the company.
5. The rate quoted should be inclusive of and in accordance with the provisions of Minimum wages. Act. Contract Labour Act. and other statutory provisions like Provident Fund Act. ESIC, Bonus, HRA, Gratuity (as applicable), Leave, Uniform Allowance etc., Service Tax and any other tax as applicable. However, the breakup the cost is desired.
6. Every paper of the tender should be signed by the Tenderer with seal of Agency / Firm.
7. The agency shall have to deposit Rs. 1,00,000/- of specific estimated value as earnest money deposit (EMD) by way of A/c payee Demand Draft/FD / Bankers Cheque payable at Patna (Refundable till the finalization and award of tender to one of the tenderer)pledged in the name of D.D.O Bihar Legislative Assembly, Patna-15. No cash will be accepted. The amount of EMD should not bear any interest whatsoever, which will be refunded to the un-successful tenderer after award of the work.
8. The successful tenderer shall have to deposit (10%) of Contract amount as security deposit in the form of Bank Draft / Bank Guarantee of a Nationalized Bank in favour of D.D.O Bihar Legislative Assembly Patna. payable at Patna within 15 days after the offer letter is received by the successful bidder / Agency otherwise the award letter will be treated as cancelled. The amount of security deposit will not bear any interest what so ever.

9. The BLA shall pay after the statutory deductions to the contractor at the prevalent rates of such sum as income tax on the income comprised their as per instructions issued by Govt. of India from time to time.
10. The service tax if any as imposed by the Govt. or as levied from time to time will be reimbursed to the security agency in the subsequent month on production of the receipt /challan in support or the deposit of the service tax to the concerned department. The company will have to produce copy of half yearly / annual service tax return to the BLA on its occurrence periodically.
11. Term and conditions given in Annexure-II as agreement will govern the entire housekeeping operations, which the successful tender shall have to abide by during the period of contract.
12. The BLA reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job however the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the timespan for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be black listed.
13. The BLA reserves the right to cancel / reject full or any part of the tender which tenderer do no fulfill the condition stipulated in the matter.
14. Tender once submitted, it will be/would be presumed to have understood and accepted all the terms and conditions. No inquiry Verbal or written, shall be entertained in respect of acceptance / rejection of the tender.
15. Any act on the part of the tender to influence anybody in the BLA is liable for rejection of his tender.
16. Quotation must be unconditional. An alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected.
17. The contractor may engage any sub-contractor to the extent of 40% of the contract award on explicit approval of employer. However, this will not relieve the main contractor from liability arising out of sub contract in the work. Employer may on its discretion pay directly to the subcontractor part of sum due on behalf of Main Contractor in case of default made in payment by the Main Contractor to the sun Contractor which shall be further adjusted from the Main Contractor due payment or by way of recovery from the Main Contractor.

18. Tenders not conforming to these requirements shall be rejected outright and no correspondence thereof be entertained what so ever.
19. BLA reserves the right to accept or reject any bid irrespective of its being lowest by taking into account the interest of the BLA in awarding that contract. Interest of BLA will be paramount and in this regard the decision of the BLA shall be final.
20. The selected tenderer shall have to provide the proof of deposit of ESIC, EPF to the individual account of the staff deployed each month and also to submit copy of annual return giving complete list with all the details of individual EPF contribution with their EPF number.
21. Contract will be valid for a period of Two years, which may be extended for further period up to a maximum of one year on satisfactory performance report.
22. Every Personnel shall carry verification certificate from Police Station.

### **III. GENERAL CONDITIONS OF CONTRACT (GCC)**

1. The persons deployed by the Firm / Contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipment's.
2. All the staff should wear uniform during service time. The uniform should be neat and tidy. The dress have to be got approved from the management.
3. The Firm / Contractor should ensure the Health and safety measures of the employees. BLA may also conduct health check-up of the staff deployed at regular intervals.
4. The Contractor will be responsible for supply/installation/refilling/maintenance of all such items/equipments used in wash rooms and other areas for housekeeping purposes.
5. The Contractor must employ adult and skilled labour only. The Contractor shall be fully responsible for the conduct of his staff.
6. The Contractor at all times should indemnify BLA against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any other law relating thereto and rules made thereunder from time to time. BLA will not own any responsibility in this regard. The contract shall initially be valid for period of Two year and may be extended further for a period of One year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the initial period of Two year contract. BLA, however, reserves the right to terminate the contract by serving one month notice, in writing. The Contract may be terminated with mutual consent by giving one month notice.

7. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by BLA besides annulment of the contract.
8. The Contractor must provide standard liveries as per list enclosed at Annexure C to its housekeeping staff/supervisors/managers. The staff shall be in proper uniform as approved by BLA and with their identity properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of BLA. BLA will provide space for setting up a control room of the Contractor in the premises. The housekeeping staff will first report to the Supervisor in the control room and subsequently deployed for duty after having been checked for liveries, upkeep, issue of material and equipments, etc. BLA will provide space for a store room to the Contractor in the premises. The storekeeper/supervisor deployed by the contractor will store all their liveries, materials, equipments in the store room and maintain a computerized record of the stores which shall be opened to inspection by BLA staff during working hours.
9. BLA will ensure that the Office Rooms, ConferenceRooms, VisitorRooms etc. are open at designated hours for cleaning/housekeeping work.
10. The Contractor shall:
  - a. Ensure cleaning work is completed by 9.00 AM everyday.
  - b. The manpower duty arrangement shall be made so as the housekeeping staff is available in the office till 8.00 PM.
  - c. Ensure Pest/Animal and Rodent free environment in the premises.
  - d. Provide tissues boxes and hand towels in Officers rooms.
  - e. Provide toiletries, steel body liquid soap dispensers, jumbo toilet roll dispensers, etc. in wash rooms, toiletries, C-Fold Towel dispensers, Jumbo Roll dispensers, Soap dispensers etc. in all designed wash rooms and garbage bins/bags, etc. in all work station wash rooms and pantries.
  - f. Ensure that their Supervisor is equipped with mobile phone.
  - g. Arrange for garbage disposal vehicle, bins and other material required for segregation and disposal of waste in a professional manner.
  - h. Provide Waste Management Services when applicable including all equipment, disposables containers, trolleys etc. complete in all respects.
  - i. Plan; manage collection, mechanized screening/segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco-friendly manner. The Contractor will arrange for required resources, including manpower, machinery, disposal bags, bins, van, etc. The contractor will also ensure that the garbage collection work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.

### **Scope of work and services of the premises:**

- a. Details of scope of work are enclosed at Annexure "B"
- b. Manpower and liveries to be used at each of the premises for housekeeping job are given at Annexure "C"
- c. The contractor shall provide resources, to meet the contractual obligations.

### **Variations**

The BLA Official Incharge may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of contract rates for manpower and prorated for additional areas for equipments, toiletries etc.

### **Payment Procedure:**

Payment will be made in the first fortnight of the succeeding month upon submission of the bill in duplicate. Payment for manpower will be variable to be calculated on mandays, Charges for items as in Financial Bid for C,D,E,F & G shall be paid on the basis of performance & satisfaction of the concerned Officer deputed for the purpose by BLA.

### **Liquidated damages:**

Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by BLA and if no action is taken within ONE Hour, liquidated damages @Rs.500/- per complaint shall be imposed. The decision of BLA Official Incharge shall be final, in this regard.

### **Manpower**

- a. Any misconduct/misbehaviour on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to BLA.
- b. The Contractor should ensure to maintain adequate number of manpower as per Annexure "C" and also arrange a pool of stand by housekeeping staff/ supervisor. In case any housekeeping staff/supervisor absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of housekeeping staff.

### **Materials**

Any deviation in the material quality and quantity quoted will invoke penalty as decided by the competent authority. For proper maintenance, suitable cleaning material which are environment friendly, no harmful to humans and property should be used.

**Risk Clause**

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement.

BLA reserve the right for termination of the contract at any time by giving one month Written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contactor and excess expenditure incurred on account of this will be recovered by BLA from the Contractor Security Deposit or pending bill or by raising a separate claim.

- All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the BLA.
- Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BLA and shall not knowingly lend to any person or company any of the effects or assets of the BLA under its control.
- In the event of loss/damage of equipment's etc. at the premises of the BLA due to negligence/carelessness of Contractor staff, if established after a joint enquiry, then the Contractor shall compensate the loss to BLA.
- The Contractor or its representative/s shall meet BLA representative/s regularly to take feedback regarding the Housekeeping services. The Contractor will also maintain a suggestion book for comments on the services rendered by it. The Contractor shall not assign or sublet this Agreement or any part thereof to any third part without the approval of the BLA. However, he may use the services of associates for providing the services in which case the contractor shall be responsible for the performance and all acts of the associates as though they were his own.
- In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities of the Sub Contractor/Associate.
- Appointment of Supervisors will be done in consultation with BLA's representatives and must be approved by them.

**Dispute Settlement:**

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the BLA whose decision shall be final and binding on both the parties.

(Signature of tenderer with seal)

**Annexure 'A'****IV. DECLARATION**

1. I, \_\_\_\_\_ Son/ \_\_\_\_\_ Daughter of  
Sri \_\_\_\_\_ Proprietor/ Partner/ Director/ Authorised  
Signatory of \_\_\_\_\_ and competent to sign this declaration and  
execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and  
hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true  
and authentic to the best of my knowledge and belief. I/ we, am/ are well aware of the  
fact that furnishing of any false information / fabricated document would lead to  
rejection of my tender at any stage besides liabilities towards prosecution under  
appropriate law.
4. We are not involved in any major litigation that may have an impact of affecting or  
compromising the delivery of services as required under this tender.
5. We are not black-listed by any Central/State Government/Public Sector Undertaking in  
India

Date:

Place:

Sig. of tenderer with seal

Full Name:

Company's Seal:

**N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Company, should be enclosed with Technical tender.**

### Details Of The Existing Contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of Contract	
				From	To
				DD/MM/YY	DD/MM/YY
A					
B					
C					
	Additional information, if any				

The above format may be used to provide requisite details.

Sig. of tenderer with Seal

Date:

Name:

Place:

Seal:

## **V. Scope of Work**

### **Cleaning Service**

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

#### **A. Detail of Areas Where Housekeeping Services are to be Rendered**

S.No.	Name of the area	Area (Sft.)
(i)	Main Building	1,26,790 (Sft.)
(ii)	Annexe Building	37,602 (Sft.)
(iii)	Extended Building	1,37,143 (Sft.)
(iv)	Gurrage and Cycle Stand	6,238(Sft.)
	Total	3,07,773(Sft.) Appox.

#### **B. Daily services**

Housekeeping / cleaning services should be done daily from Monday to Friday at regular intervals, so that the areas covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 09:00 AM. Contractor will arrange manpower for special VIP visits at no extra cost.

1. Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract ( such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc. ).
2. Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.
3. Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collecting refuse at designated site on daily basis.
4. Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills. Cleaning and dusting of window panes/ Venetian blinds.

5. Spraying Room Fresheners in all rooms on a daily basis at regular intervals.
6. Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
7. Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
8. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
9. Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
10. Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
11. Cleaning, dusting, reception, security rooms, training halls, committee rooms, computer labs, etc.

### **C. Waste Disposal Management**

The contractor will ensure collection, mechanized screening/ segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the contractor will arrange to suitably transport and dispose garbage from the earmarked area to the nearest BLA bin outside each premises.

The contractor shall keep bins of suitable size and specification bins at the collection area. The contractor will employ his staff for the collection/ disposal work. The garbage will have to be disposed off at least twice a day. The contractor will also arrange for the garbage bags, prepare a flowchart indicating the method of collection/ disposal, etc.

### **D. Weekly Services**

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

1. Dusting of entire area including windows/ windowpanes/ doors/ ledges, etc.
2. Thorough cleaning/ sweeping/ washing/ mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
3. Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.

4. Cleaning of all windows glasses and grills with detergents/ cleaning agents.
5. Washing of outside area with High Pressure Jet Machine.
6. Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
7. The Tenderer will make a cleaning programme and submit to BLA for weekly cleaning so that BLA's concerned official/ Incharge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
8. The contractor will work in the specified area mentioned in the scope of work.
9. The contractor will provide the duty register to BLA as required.

#### **E. Pest and Rodent Control Services**

1. The Contractor shall take effective measures for Rodent and Disinfection Services including fogging etc. in the area under contract.
2. The contractor shall use chemicals that are harmless to humans and machines and are of WHO specifications. Further, the chemicals should not leave any spot in the treated area.
3. The contractor will be responsible for any damage to human/ machinery by any chemicals used by him. Any damage caused to machinery/ books / documents due to rodent and disinfection services in the areas covered under contract shall be made good by the contractor.
4. The contractor will submit a detailed plan for carrying out the Pest and Rodent Control Services. The work should preferably be done on fortnightly basis and ideally scheduled on Sunday or holiday.

#### **F. Housekeeping Monitoring and Control**

For better management and smooth services the following monitoring mechanism will be adopted by the contractor.

##### **1. Toilets Checklist**

This is to be attached on the back of the toilet door. It is to be filled up by the contractor supervising staff on duty daily.

##### **2. Management/ Housekeeping Service Requirements/ Complaints Report**

This is to be filled up by the management and administrative staff of the contractor who receive/ observe the complaints/ requirements for any of the services. All suggestion, complaints related to services or staff deployed by the contractor will be registered at the on the computer provided to the contractor and reported to caretaker, BLA. The contractor will take immediate action to resolve the same failing which the penalty clause will be invoked.

##### **3. Housekeeping Services Complaints Register**

This register is to be completed on the basis of information received by the housekeeping Manager from BLA through the inspection of the site, material

on site, attendance sheet of the staff, weekly report, client letter/ fax/ e-mail, verbal complaints from BLA, etc. and necessary action is to be taken.

#### **G. Glass Windows And Doors**

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

#### **H. Indoor Office Plants and Flowers**

- G.1 This section shall include but not be limited to the following: -
- All office planting works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance;
  - All plant specimens shall be maintained so that they are in healthy growth;
  - All plant specimens shall be kept to an acceptable height and form and shall be pruned in accordance with good horticultural practice;
  - A fully detailed asset register detailing all plant specimens shall be kept by the Service Provider detailing type, location, condition and frequency of visit for all plants on display at each location;
  - All pots/ containers shall be cleaned and replaced where necessary;
  - All plant specimens, which have or appear to be dying shall be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.

#### **I. Pantry Services**

The Pantry Attendants would provide the following services:

- Stock Management and Controlling of pantry consumables-water and other consumables
- Ensure functioning of all the vending machines and other equipment/accessories
- Provide services during meetings and conferences at the Hon'ble Speaker and Secretary Level (as per requirement)
- To take proper care of crockery/cutlery
- To maintain hygiene levels of the pantry services
- To follow the instructions of the client
- Ensure grooming and service level
- Round the clock supply of drinking water as per instruction of the client
- Functioning of the pantry equipment on round the clock basis
- Consumables shall be provided by BLA

**VI. RESOURCES REQUIREMENT****Annexure Ç**

1. It is desired that the contractor should have sufficient machines such as Scrubbing Machine, High Pressure Jet, Wringer Trolley, Caddy Bucket, Signages, Vaccum Cleaner, etc.

**Number of manpower to be deployed**

Sl. No.	Manpower Description	Experience	No. of staff required
1	Housekeeping Supervisor (MBA Graduate)	2 Years of experience in similar capacity.	<b>As per Need</b>
2	Trained Housekeeping Staff	2 years of experience.	
3	Multi Technician	1 year experience in housekeeping job.	

**List of Cleaning Materials & Aids**

Sl. No.	Items to be branded company E.G. Hindustan Lever/ITC, Etc	Qty.
1.	DUST CONTROL REFILL	<b>As per Standard Need</b>
2.	KENT MOP REFILL	
3.	DETERGENT	
4.	VIM	
5.	MULTI CLEANER	
6.	ROOM SPRAY (PREMIUM)	
7.	ODONIL	
8.	U.CUBES	
9.	N.BALLS	
10.	SODIUM HYPOCHLORITE	
11.	CLEANZO/PHYNYL	
12.	R1 (Bathroom Cleaner)	
13.	R2 (Glass cleaner/Colin)	
14.	R4 (Furniture cleaner)	
15.	R6 (Toilet cleaner)	
16.	COLIN DISPENSER	
17.	MOSQUITO SPRAY	
18.	BATHROOM SPRAY	
19.	SOFT DUSTER	
20.	HARD DUSTER	
21.	TABLE DUSTER	
22.	WET MOP	
23.	TISSUE BOX	
24.	HAND TOWELS (Sufficient) New & Subsequently dry cleaned	
25.	LIQUID SOAP with Steel Container	
26.	TOILET ROLL	
27.	C Fold TOWEL WITH DISPENSER	
28.	Bleaching Powder	
29.	Coconut Broom	

30	Flower Broom	
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The required quantities of cleaning material and aids for the month shall be procured and shall be stored in the store room and issue to the staff daily as required.

Computerized records shall be maintained which shall be opened to inspection by BLA staff during working hours.

Covered trolleys, Dustbins, dustpan, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. to be provided by the Contractor as required.

Sig. of tenderer with seal

## **VII. TECHNICAL BID**

### **For House Keeping and Facility Management Services in BLA.**

**Technical Tender Page : 1**

**Page: 1**

1	<b>Name of Tendering Company/Firm/ Selected Tenderers</b>	
2	<b>Name of owner/ Partners/Directors</b>	
3	<b>Full Particulars of Office</b>	
	(A) Address	
	(B) Telephone No.	
	(C) Fax No.	
	(D) E-mail Address	
4	<b>Registration Details :-</b>	
	(A) PAN/ GIR No.	
	(B) Service Tax Registration No.	
	(C) E.P.F. Registration No.	
	(D) E.S.I. Registration No.	
5	<b>Details of Earnest Money Deposit</b>	
	(A) Amount (Rs.)	
	(B) D.D. /P.O. No. and Date	
	(C) Drawn on Bank	
	(D) Valid upto	

The above format may be used to provide requisite details for the FY 2014-15; 2015-16& 2016-17.

- (i) Audited Balance Sheet
- (II) Audited Income / Expenditure Statement
- (III) Audited Profit and Loss Account Statement
- (V) Audited Report Statement

Sig. of tenderer with seal

Date:

Name:

Place:

Seal:

## Annexure II

**VIII.FINANCIAL BID****For House Keeping and facility Management Services in BLA**

II. Name of Tenderer: \_\_\_\_\_

S. No.	Particulars	Rate Per Month*(Rs.)	Total Nos.	Amount
<b>A</b>	<b>MANPOWER CHARGES</b>			
i	Manager Housekeeping			
ii	Housekeeping Supervisor			
iii	Trained Housekeeping Staff			
iv	Multi Technician			
v	Pantry Boy			
<b>B.</b>	Charges for Machinerics and equipments, any other item(s) that may be required for fulfilment of the contract			
<b>C.</b>	Charges for toiletries and dispensers, cleaning material and aids, any other item(s) that may be required for fulfilment of the contract			
<b>D.</b>	Charges inclusive of material, equipment's & manpower for providing Pest and Rodent Control Services (including anti-termite treatment)			
<b>E.</b>	Charges inclusive of material, equipment's & manpower for tank cleaning.			
<b>F.</b>	Charges inclusive of material, equipment's & manpower for indoor plant and flower services.			
<b>G.</b>	Charges for garbage disposal vehicle, garbage bags and bins, and any other item(s) that may be required for fulfilment of the contract			
	<b>Any Other Service Charge</b>			
	<b>Total of (Rs.)</b>			
	<b>Service Tax</b>			
	<b>Grand Total</b>			

Sig. of tenderer with Seal

\*The above rates are inclusive of all taxes, levies including ESI contribution EPF etc. but excluding only service tax.

\*\*Payment for Items at C to G is subject to full satisfaction of the Officer Concerned. Payment may be deducted proportionately subject to non-fulfilment of the contract.

Please note that, for finalization of contract, the Tenderer whose Grand total of A + B above is the lowest in comparison to the Tenderers will be considered as the lowest Tenderer.

Date:  
Place:

Sig. of tenderer with Seal  
Full Name:  
Company's Seal:



**3. FEES:**

- 3.1 In consideration of the Service Provider rendering the services as described in the **Annexure 'B'** hereunder, the Client shall pay to the Service Provider a Monthly Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as specified in **Annexure 'B & C'** hereto within 15 days upon submission of invoices with MIS report. The payment of fees shall be subject to statutory deductions as may be applicable under law/s.
- 3.2 The payment of aforesaid monthly fee to be made by the client to the service provider on the submission of bill which shall be inclusive of all taxes and the client shall pay all taxes (central and state both) including service tax as may be applicable from time to time.
- 3.3 It is expressly agreed and clarified between the parties that the fees as aforesaid are exclusive of the cost of spares, consumables etc which are not covered in the cost sheet i.e. Annexure 'A' and such cost as may be mutually agreed shall be borne by the Client as required.
- 3.4 In the event of Client requesting for services not covered hereunder, the Service Provider may render such services at such price/fees and on such terms and condition as may be mutually agreed by executing a Supplemental Agreement.
- 3.5 The above fee is for services to be provided at the Client Premises described herein above. Any change in location and/or increase in the area of Client Premises, resulting in increase in Service Provider's cost shall entitle the Service Provider to increase the fees as may be decided mutually.
- 3.6 The above fee is for services to be provided at the Client Premises described herein above. Any change in location and/or increase in the area of Client Premises, resulting in increase in Service Provider's cost shall entitle the Service Provider to increase the fees as may be decided mutually.

**4. TERM:**

- 4.1 This Agreement shall be for a period of 24 (Twenty Four) months commencing from \_\_\_\_\_, and expiring by efflux of time on \_\_\_\_\_ unless terminated earlier or extended as provided hereunder.
- 4.2 The parties may extend the term of this Agreement for such period and for such monthly fees and other terms and conditions as may be mutually agreed.

**5. HANDLING OF EQUIPMENTS:**

The Service Provider undertakes to ensure that the personnel deployed by it shall handle the equipments of the Client with adequate care and caution. The Service Provider undertakes to effectively indemnify and keep indemnified the Client for any loss suffered by the Client as a result of gross negligence, carelessness or any wrongful act or omission or criminal act including those in the nature of theft, willful damage directly and solely attributable to the Service Provider or the personnel deployed by it during the performance of this Agreement.

**6. INHERENT PROBLEMS:**

The Client shall inform the Service Provider of all and any chronic and inherent problems which exist including all and any subsequent changes or events from time to time which are likely to affect the smooth operation of services/performance of the Service Provider's as envisaged herein.

**7. CLIENT'S OBLIGATION:**

It is agreed between the parties that to enable the Service Provider to effectively carry out its obligation hereunder the Client shall:

- a) To defend, indemnify and keep the Service Provider indemnified and harmless at all times, from and against any and all penalties, claims, actions, proceedings, enquires, demands, damages, assertions of liability whether civil, criminal (including attorney's fees and any other cost, expenses, loss, damages or consequences thereof), arising out of or pertaining to or resulting from any breach or non-compliance by the Client of its obligation herein or from any breach or non compliance with any law/rules/regulations.
- b) Allow the Service Provider and the personnel's deployed by it to enter upon the client's premises, subject to the rules and regulations of the Client in vogue from time to time. If due to circumstances beyond the control of the Service Provider and/or not attributable to the Service Provider, the Service Provider and/or the personnel deployed by the Service Provider are unable to enter the Client's premises to perform its obligation hereunder, then in that event, the Client shall continue to make payments to the Service Provider as contained herein.

However, it is expressly agreed and understood between the parties that such right of the Service Provider to enter shall be for the limited purpose of carrying out the Service Provider's obligations as contained herein and shall not create any right of whatsoever nature in favour of the Service Provider by way of tenancy, easement or otherwise.

- c) Shall provide locker room facility/adequate for uniform and materials for the personnel deployed by the service provider.
- d) Provide washroom facility to on duty personnel's of the Service Provider.
- e) Make timely payment of fees to the Service Provider in terms of this Agreement.

**8. SERVICE PROVIDER'S OBLIGATION:**

- 8.1. The person/s deployed by the Service Provider should be properly trained, have requisite experience and skills for carrying out a wide variety of facility management services using appropriate materials and tools/equipments. Details regarding the training imparted to employees should be attached with the technical bid
- 8.2 The Service Provider should ensure the Health & safety measures of the employees Details of health and safety measures that the Service Provider takes, should be attached. The appointed by BLA for Bihar Legislative Assembly Office will also have the right to conduct health check up of the staff once in 6 months.
- 8.3 The Service Provider must comply with all the statutory compliances including payment of minimum wages, provident fund and employee state insurance premium for all the contract staff deployed for providing the services. Any non compliance of any statutory requirement will lead to the termination of the contract.

- 8.4 Service Provider will have to deposit a Performance Security Deposit of 10% of the contracted value by way of Bank Guarantee (BG) from a commercial bank in favour of "D.D.O Bihar Legislative Assembly, Patna" valid for 60 days beyond the expiry of period the contract and further renewable, if required.
- 8.5 The facilities management services as per scope of work defined in Annexure A to B below and for complete common area, including outer area, Roads, Path ways, Lobby area, parking area at BLA.
- 8.6 The contract shall initially be valid for a period of two years and may be extended further on a yearly basis subject to satisfactory performance, on the same terms & conditions upto a maximum of three years. Secretary, BLA, Patna reserves the right to terminate the contract by serving three month's notice in writing to the Service Provider. The Contract may also be terminated with mutual consent by giving one month's notice.
- 8.7 The Service Provider must provide standard liveries as per list providing by him with the bid, to its staffs/supervisors/manages, with their identity properly displayed. Samples of liveries will have to be submitted by successful Service Provider for the approval of Officer of BLA.
- 8.8 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by BLA besides annulment of the contract.
- 8.9 Staff deployed by the Service Provider shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property/person.
- 8.10 BLA or any of or its Officers. Staff will not extend any loans or advances to any staff of the Service Provider working at the sites, or will not entrust any valuables or keys of any cabin/ office/ enclosure where confidential/ valuable documents/ items/ assets are stored, to the staff members of the Service Provider.
- 8.11 The Secretary, BLA reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome any problem that may arise at a later stage.

**9. NON-SOLICITATION:**

The Client agrees and undertakes not to offer whether directly or indirectly or through third parties any contract/employment to any Service Provider's and/or Service Provider's hired staff(s)/vendors/vendors staff deputed on the Client Premises or otherwise, during the period of this Agreement and up to one year after expiry of this Agreement without written approval of the Service Provider.

**10. SUB-CONTRACTING:**

The contractor may engage any sub-contractor to the extent of 40% of the contract award on explicit approval of employer. However, this will not relieve the main contractor from liability arising out of sub contract in the work. Employer may on its discretion pay directly to the subcontractor part of sum due on behalf of Main

Contractor in case of default made in payment by the Main Contractor to the sun Contractor which shall be further adjusted from the Main Contractor due payment or by way of recovery from the Main Contractor..

**11. REFERRED EMPLOYEES:**

It is expressly agreed and understood between the parties that the Service Provider shall not be responsible for any actions of its employee/s and/or sub-contractors employees, where such employee's is/are retained/appointed by the Service Provider/Sub-Contractor on Client's reference for the purpose of deployment at Client's Premises/Location.

**12. TERMINATION:**

12.1 Either of the party may terminate this Agreement for whatsoever reasons at any time by giving prior notice of Thirty days in writing,

12.2 Notwithstanding anything contrary contained in clause 12.1 above, Parties shall be entitled to terminate this Agreement forthwith in the following cases:

**TERMINATION BY CLIENT:**

- a) in case, the Service Provider commits breach of any of the terms and conditions of this Agreement and is called upon to rectify such breach and repeatedly fails to rectify the same within the notice period or such extended or further period as may be agreed between the parties;
- b) If the Service Provider and/or any of its members, employees / staff, agents or associates is found to be involved in any immoral or criminal activity including fraud, misrepresentation and or breach of trust; or
- c) the Service Provider goes into winding-up, voluntary or otherwise or commits any act of insolvency or if any attachment or distress proceedings are commenced in respect of any assets of the Service Provider;

**TERMINATION BY SERVICE PROVIDER:**

- a) Client defaults in payment of the monthly fee/s or other dues payable herein on their respective due date/s stipulated and such default continues for a period of 2 months;
- b) Change in the location of the Clients premises and service provider expressing its inability to continue the services at such new location;
- c) Client's refusal to increase the fees due to change in location of the Client which has increased the cost of the Service Provider and/or due to increase in the compliance cost such as minimum wages etc. as the case may be.
- d) the Client goes into winding-up, voluntary or otherwise or commits any act of insolvency or if any attachment or distress proceedings are commenced in respect of any assets of the Client;
- e) in case, the Client commits breach of any of the terms and conditions of this Agreement and is called upon to rectify such breach and fails to rectify the same within the notice period or such extended or further period as may be agreed between the parties;

**13. POST TERMINATION:**

On expiry of this Agreement or early termination as provided herein, all the personnel deployed by the Service Provider shall vacate the Client Premises and other articles belonging to the Service Provider from the Clients Premises without creating any nuisance.

**14. SURVIVAL:**

Rights and obligations accrued prior to expiry or termination of the Agreement and all rights and obligations, which by their nature are intended to survive the expiry or termination of the Agreement, shall survive such expiry or termination.

**15. LIMITATION OF LIABILITY:**

The Service Provider's total liability to the Client, due to indemnities contained herein or otherwise, including that of any third party claims, in contract, tort including negligence or breach of statutory obligations, misinterpretation, restitution or otherwise, arising in connection with the performance or contemplated performance of the services shall be limited to a sum not exceeding the annual fee of the Service Provider under this Agreement.

The Parties shall not be liable to the other for any lost revenue, lost profits or other incidental or consequential damages for termination of this Agreement as provided herein.

**16. NOTICE:**

Any notice/s to be given under this Agreement shall be in writing and may be served by registered or recorded delivery mail to the Service Provider at the following address or such other address as the Service Provider may in future specify by notice in writing to the Client:

Mr./Ms./Miss

and to the Client at the following address or such other address as the Client may in future specify by notice in writing to the Service Provider:

To the Client at:

Secretary,

Bihar Legislative Assembly

Patna, Bihar-800015

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**17. WAIVER:**

Any relaxation or indulgence granted or shown to the Client by the Service Provider shall not in any way prejudice the rights of the Service Provider under this Agreement or any part thereof, and shall not in any way add alter or amend or vary this Agreement or any part hereof.

**18. CONFIDENTIALITY:**

- 18.1 The Service Provider shall not use or divulge or communicate to any person (other than those whose province it is to know the same or as permitted or contemplated by this Agreement or with the written authority of the Client or as may be required by law):
- a. any confidential information relating to business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Client including its subsidiaries / affiliates which may come to the Service Provider's knowledge during the course of rendering services under this Agreement;
- 18.2 The Service Provider shall ensure that its employees are aware of and comply with the confidentiality and non-disclosure provisions contained herein.
- 18.3 The restrictions contained hereinabove with regards to the confidentiality, shall not apply in the following cases:
- a. any information which may come into the public domain otherwise than through unauthorized disclosure by the Service Provider or its employees;
  - b. any disclosure is required to be made in pursuance of any law or regulation or by a duly authorized written order of court / relevant Government authority.
  - c. any disclosure to the auditors and professional and/or legal advisers of the Service Provider and any other persons or bodies having a legal right or duty to have access to or knowledge of the said information in connection with the business of the Service Provider;
  - d. any disclosure to personnel/contractors of the Service Provider on a need to know basis who are concerned with the services to be rendered under this Agreement;

**19. PROPRIETARY RIGHTS:**

The Service Provider shall continue to own the software tools that it develops and/or brings in including but not limited to service management software, guides, standard operating procedures and documentations (hereinafter collectively referred to as "Tools") for the purpose of overall services management at client premises. All the rights including all intellectual property rights on these Tools, whether in original or copies shall remain the exclusive property of the Service Provider and on expiry or earlier termination of this agreement the Client shall return all such tools to the Services provider. The Client covenants with the Service Provider that it shall not claim any rights of whatsoever nature on the aforesaid Tools.

**20. DISPUTE RESOLUTION:**

In the event any disputes, differences, or controversies arise between the parties hereto, out of or in relation to or in connection with provisions of this Agreement, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement. In case the amicable settlement cannot be reached, such disputes, differences or controversies shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of such Arbitration

shall be Mumbai and shall be conducted in English. The award of the Arbitrator/Arbitral Tribunal shall be final and binding on both the parties hereto.

**21. SEVERABILITY:**

If any term or provision of the Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

**22. FORCE MAJEURE:**

No liability shall be attached to the Service Provider for non-performance or delayed execution of this Agreement as a result of force majeure circumstances such as fire, flood, earth quake, wind, snow, strikes, bandhs, lock-outs, accidents, acts of terrorism, shortages of materials, supplies or qualified employees, or other causes beyond the reasonable control of the Service Provider.

**23. ENTIRETY OF AGREEMENT:**

This Agreement, along with its Schedules and annexure/s shall constitute the entire agreement between the parties on the subject matter and supersedes all prior arrangements and agreements between the Parties. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

**24. ASSIGNMENT:**

The Service Provider shall not, without Client's prior written consent, assign this Agreement to any person in any manner whatsoever.

**25. RELATIONSHIP OF THE PARTIES:**

It is hereby expressly agreed and clarified that the relationship between the Client and the Service Provider is on principal-to-principal basis and neither Party is, nor shall be deemed to be, an agent/ partner of the other. Nothing in this Agreement shall be construed to render the Service Provider a partner or agent of the Client.

**26. CORPORATE AUTHORITY:**

The parties to the Agreement represented by their authorized representatives/signatories do and hereby accept that they are duly authorized to represent respective parties to the Agreement for execution of this Agreement for and on behalf of respective parties.

**27. HEADINGS:**

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

**28. COUNTERPARTS:**

This Agreement is being executed in two counterparts, and each of which shall be deemed to be an original for all purposes and when both taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in two counterparts) the day and year first hereinabove written.

SIGNED AND DELIVERED by the )  
Within named Service Provider )

)

through the hands of its )  
in the presence of )  
Witness:

SIGNED AND DELIVERED by the )

)

in the presence of )  
Witness: