

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DEPARTMENT OF SOCIAL WELFARE
G.L.N.S COMPLEX, DELHI GATE, NEW DELHI**

e-PROCUREMENT TENDER NOTICE

Tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide cleaning and housekeeping works with the suitable and uniformed trained manpower for the Department of Social Welfare, GLNS Complex, Delhi Gate (Annex.-III) for a period of two years on contract basis/outourcing basis through e-tendering. The NIT has been uploaded and is available alongwith terms and conditions at <http://www.e-procurementdelhi.gov.in> & <http://www.socialwelfare.delhi.gov.in>. All the tenders should apply online before the Last Date and Time.

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| Date of Release of Tender through E-Procurement mode | : | 10/11/14 |
| Pre-Bid meeting | : | 17/11/2014 at 3.PM in the Chamber of Jt. Director, DSW |
| Last date for submission of tender through E-Procurement | : | 26/11/14 upto 11.30am |
| Online Opening of Technical Bid | : | 26/11/14 at 3.00 pm |
| Online Opening of Financial Bid | : | 01/12/14 at 3.00 pm |

Note: - The first requirement for participation in e-tender is to have digital signature and the registration of tenders with application service provider (ASP) is mandatory.

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Sanitation and Housekeeping Services under which the contractor shall provide uniformed trained personnel and will use its best endeavors to provide sanitation and housekeeping of the building, equipments, materials, as specified in the SCOPE OF WORK, in **Department in Social Welfare**, Government of NCT of Delhi.

2. ELIGIBLE BIDDERS:-

2.1. All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. 27,00,000/- during the last three financial years in the books of accounts.

2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar completed works costing not less than Rs.36,00,000/- or
- (b) Two similar completed works costing not less than Rs. 45,00,000/- or
- (c) One similar completed work costing not less than Rs. 72,00,000/-

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for award of contract, shall submit a Power of Attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint venture.

3.2.(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be In-charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm:

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card under Income Tax Act.

3.5. Bidder must upload all the required authenticated and scanned documents on the website

<http://www.bidsprocurement.delhi.gov.in>.

3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary or subletting has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no

agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Social Welfare Department subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, only the first bid will be accepted and the others not opened, and if opened rejected summarily.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO DEPARTMENT:-

The bidder is required to provide sanitation and housekeeping services to this Department and is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Sanitation and Housekeeping Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Tender form for providing Sanitation and housekeeping services(Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required(Annexure-III)
- (g) Method of award of work (Annexure-IV)
- (h) Check list for Pre-qualification Bid (Annexure-V)
- (i) Check list for Technical Evaluation (Annexure-VI)
- (j) Undertaking (Annexure-VII)
- (k) Form of Bank Guarantee for Bid Security (Annexure-VIII)
- (l) Form of Agreement(Annexure-IX)
- (m)Form of Bank Guarantee for Performance Security (Annexure-X)
- (n) Form of Statutory obligations (Annexure- XI)

(o) Undertaking as per instruction no. 3.6

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. Clarification of Tender Document:-

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of **Sr. Superintendent (Procurement)**.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of **Sr. Superintendent (Procurement)** not later than two weeks before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Department shall be carried out in writing.

7.2.3. Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the Office of **Sr. Superintendent (Procurement)**, no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

8. PREPARATION OF BIDS:-

8.1. Language.

The bids and all accompanying documents shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. **The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid online only on the Website <https://govtprocurement.delhi.gov.in/>. The bids shall not be accepted by post/hand.**

8.2.2. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 6,00,000/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **DDO, Department of Social Welfare, Delhi Gate**. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. **Only the EMD has to be submitted physically before the last date and time for**

submission of tender in the Office of Sr. Superintendent (Procurement), Department of Social Welfare, GLNS Complex, Delhi Gate, New Delhi.

8.2.4. These shall be submitted in the Office of Sr. Superintendent (Procurement), Social Welfare Department at the address given in the Tender document.

8.2.5. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2(a)(b) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Sanitation and housekeeping Services.

8.3. Bid Prices:-

8.3.1. Bidder shall quote the **rates on the basis of rates per square metre** in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Sanitation and housekeeping Services **at different location given at Annexure-III under Social Welfare Department**. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages, ESI, PF contributions, EDLI, bonus, service charges, all kinds of taxes, Administrative charges etc. which should be clearly stated by the contractor.

8.3.2. a) The rates and prices quoted by the Bidder shall be inclusive of Service Tax.

b) The contractor will fulfill all the statutory obligations like depositing of service tax to Service Tax Deptt., P.F. to E.P.F. department directly etc..

8.3.3. a) The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, EDLI, Administrative charges, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

b) EPF, EDLI and Administrative charges will be mandatory for every employee and will be admissible as rate prescribed by the EPF Department.

c) The contractor shall submit quarterly report regarding deposition of EPF, ESI, EDLI etc. of each employee to the concerned departments and to be submitted to Social Welfare Department alongwith proof.

d) The bidder shall also submit the annexure-XI alongwith the bid to show the calculation of Minimum Wages, ESI, PF contributions, EDLI, Administrative charges, wages for leave reserve, service tax etc.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. Form of Bid:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of

each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract shall be valid initially for two years and the Department reserves the right to curtail or to extend the validity of contract on same terms and conditions and as per the rates revised by the labour Deptt. from time to time and for such period as may be agreed to, but not beyond further two years. At the time of revision of rates the contractor shall submit the price per square meters as per the rates revised by the labour Deptt. alongwith calculation sheet placed at annexure XI.

8.7. Bid Security:-

8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 6,00,000/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of DDO, Department of Social Welfare. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. **The EMD has to be submitted physically before the last date and time for submission of tender.**

8.7.2. Any Tender not accompanied by Bid Security shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security by the Department and after signing the agreement.

8.7.5. Bid Security shall be forfeited if the bidder withdraws or amends his bid or impairs or derogates from the tender in any respect within the period of validity.

8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

8.7.7. In case of breach of contract by the contractor, the performance security shall be forfeited by the Department and the firm shall be blacklisted in addition to termination of the contract in question. It may also be incorporated that if any information furnished by the tenderer is found to be incorrect or false at any time, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited. Similarly, if at any stage the tenderer deviates from the terms

and conditions of the contract agreement or his performance is found to be unsatisfactory, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited.

8.8. Format and Signing of Bid:-

8.8.1. The bidder shall **upload one authenticated and scanned** copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2. In e-procurement system the **Digital Signature shall be treated as the Signature of authorized representative of the firm.**

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. SUBMISSION OF BIDS:-

9.1.1. The bidder shall submit the Pre-qualification Bid and Technical Bid online and the Financial Bid should also be submitted online.

9.1.2. The Pre-qualification Bid and Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of Rs. 6,00,000/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of DDO, Department of Social Welfare.
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Power of attorney in favour of authorized person for signing the bid and attach documents as mentioned at clause no. 3.1.3.2(a)(b)(c) & 3.3
- (d) Self attested copy of PAN card under Income Tax Act;
- (e) Self attested copy of Service Tax Registration Number;
- (f) Self attested copy of Valid Registration No. of the Agency/Firm;
- (g) Self attested copy of valid Provident Fund Registration Number;
- (h) Self attested copy of valid ESI Registration Number;
- (i) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations;
- (k) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet (last 3 years);
- (l) ISO certificate
- (m) Duly filled and signed Annexures-I, V, VI, VII.
- (n) Affidavit to the effect that no agent, middleman or any intermediary or subletting has been, or will be, engaged to provide any other item or work related to the award and performance of this contract. We also declare that no agency commission or any payment which may be construed as an agency

commission has been or will be paid and that the tender price will not include any such amount. If the Social Welfare Department subsequently finds to the contrary, the Department reserves the right to awarded to the Bidder to be null and void with all its attendant legal consequences.

9.1.3. The financial bid should be submitted online in form of price bid and Annexure XI.

9.1.4. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender. Address for communication will be as follows:-

**Director
Department of Social Welfare
G.L.N.S Complex, Delhi Gate,
New Delhi.**

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the Department online not later than the date and time stipulated in the NIT. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department and the Bidder will be the same.

9.2.2. Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered

10.1 BID OPENING AND EVALUATION:-

10.1.1. The authorized representatives of the Department will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.

10.1.5. Financial bids of only the technically qualified bidders will be opened online for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids:-

10.2.1. The Department of Social Welfare, Government of NCT of Delhi, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. The Department of Social Welfare, Government of NCT of Delhi, may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The Department of Social Welfare, Government of NCT of Delhi, may terminate the contract in the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1 AWARD OF CONTRACT:-

11.1.1. The Department of Social Welfare, Government of NCT of Delhi, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. The Department of Social Welfare, Government of NCT of Delhi, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-X within a period of 30 days from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Offer" for an amount equivalent of 10% of the total value of the contract in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-IX) in favour of DDO, Department of Social Welfare. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF CONTRACT

1. The execution of cleaning of housekeeping will be with suitable and uniformed hygiene specialist with mechanized equipments, wherever required, and wet mopping.
2. The cleaning and housekeeping works are to be carried out as per international norms/standards and in such manners that all premises always look neat and clean.
3. The contractor shall also provide the substitute if any worker remains absent immediately and will inform the department in advance and no personnel will be replaced without prior approval of the department.
4. The manpower engaged should be trained in management of bio-medical waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions.
5. It will be the sole responsibility of the contractor that the men engaged are trained and the Department will not be liable for any mishap, directly or indirectly.
6. All the consumables and disposables required for cleaning and housekeeping are to be procured and placed at the disposal of cleaning staff in adequate quantity by the contractor. All consumables and disposables should be eco-friendly.
7. Mechanized equipments, wherever required, will be procured by the contractor.
8. The cleanliness will be periodically checked by the concerned HOO or any person authorized by him based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria. The contract will include following activities/jobs:-
 - (i) Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
 - (ii) Dust or cobwebs etc. on roof, window grills etc.;
 - (iii) Finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors;
 - (iv) Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets/bathrooms. Cleaning of toilets in every three hours or when required.
 - (v) Dusting and cleaning of office furniture, doors, windows etc.
 - (vi) Cleaning of open spaces like lawn, courtyard, garages etc.
 - (vii) Cleaning/ disposal of garbage daily.

Note:- Apart from above the Deptt/organization can mention any type of job related to their premises of sanitation and cleaning.

PENALTY CLAUSE

- 9.(a) In case any of contractor's personnel(s) deployed under the contract is (are) unauthorizedly absent, a penalty equal to double the wages of number of sanitation staff/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 8(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.

a. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Principal Employer reserves the right to impose the penalty as detailed below:-

i) 20% of cost of order/agreement per week, upto four weeks delays.

ii) After four weeks delay the Department may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

10. a) If cleanliness is not observed upto the satisfaction of the Department, a penalty of a minor fine of Rs. 1000/- per day or Rs. 500/- per day per square metre, whichever is higher, or a major fine of Rs. 5000/- per day per square metre will be imposed on the contractor depending on the objective criteria.

b) In the event of sporadic performance deficiency on any given day the principal employer may impose a penalty upto twice the amount payable to the agency for its services per day.

c) in the event of the contractor failing to provide satisfactory services in whole or in parts as per terms and conditions a part or the entire amount of security deposit may be forfeited at the discretion of the Director.

11. Minimum number of trained manpower including the Supervisory staff required to do the work has to be specified by the contractor in technical bid of the tender.

12. The Department reserves the right to cancel or reject all or any of the tender without assigning any reason.

13. Any act on the part of the tenderer to influence anybody in the Department is liable to rejection of his tender.

14. Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.

15. The contractor shall engage the men/women whose age shall be between 18-50 years.

16. The staff engaged by the contractor shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the Department. Adequate supervision will be provided to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
17. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
18. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF, EDLI, etc. with regard to the sanitation personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department E.S.I. If the minimum wages is revised by the Labour Department of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
19. The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, EDLI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the sanitation works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor.
20. The contractor shall make monthly payment to the staff without fail. He shall be liable to send monthly proof with details of EPF, EDLI, ESI be deducted and the contribution of the contractor, each employee wise to the Dy. Director (Caretaking Branch), Social Welfare in the case of headquarters and to the concerned Administrator/Superintendent of the Home/District Office.
21. The Department shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
22. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
23. The antecedents of staff deployed shall be got verified by the contractor from local police authority and the concerned police report shall be submitted to the department within three months of the award of contract and department shall ensure that the contractor complies with the provisions. He should also get the medical examination of the employees conducted and submit the medical report

of every employee issued from Govt./ semi-govt./private hospitals/ clinic/registered medical practitioner within 1 months of award of contract.

24. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, wise, if any, will be attached. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
25. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
26. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
27. The sanitation staff engaged by the contractor shall not accept any gratitude or reward in any shape.
28. The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it. Any damage or loss caused by contractor's persons to the Department in whatever shape would be recovered from the contractor.
29. The contractor will not be held responsible for the damages/sabotage caused to the property of the Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
30. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The Department shall have right to have any person moved in case of patient/staff/visitor complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
31. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.
32. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the contractor.
33. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, EDLI, Admn. charges, ESI and various other Acts as

applicable from time to time with regard to the personnel engaged by the contractor for the Department.

34. The Department may direct the contractor, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department.
35. The contractor will deploy supervisors as per the need given by the Department. The supervisor shall report to the administrative head of each Home/Office/District Office for day to day activity. The supervisor shall be required to work as per the instructions of Department.
36. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
37. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

FORCE MAJEURE:-

38. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, natural calamity, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.
39. The contractor shall deploy his personnel only after obtaining the Department approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.
40. "NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.
41. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.

42. The contract period shall be Twenty four months from the date of the commencement (as mentioned in Notice to Proceed).
43. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
44. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Department from the contractor.
45. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
46. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the contractor after each and every change.
47. The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
48. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (Wherever applicable).
49. The contractor shall not employ any person below the age of 18 yrs. and above the age of 50 yrs. Manpower so engaged shall be trained for sanitation and housekeeping services and fire fighting services before joining. In addition, Department will also arrange training in batches by Civil Defence and Fire Service Departments for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. Smaller Departments can tie up with bigger Departments in neighbourhood for such trainings.
50. Only physically fit personnel shall be deployed for duty by the contractor.
51. The contractor shall ensure that the Sanitation/Housekeeping staff shall not take part in any staff union and association activities.
52. The Department shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
53. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the contractor.

54. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the contractor.
55. If any underpayment is discovered, the amount shall be duly paid to the contractor by the Department.
57. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department.
58. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI/EDLI/Admn. charges etc. of each employee in every three months.
59. The contractor shall disburse the wages to its staff deployed in the Department every month through ECS only and will submit the disbursing detail quarterly to the department.

OBLIGATION OF THE CONTRACTOR:-

60. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

61. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

62. DISPUTE RESOLUTION:-

a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/Secretary (of the Administrative Department), Government of NCT of Delhi.

b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

63. JURISDICTION OF COURT:-

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

PRICE BID

| Sl. No. | Description of work | Area covered/ Unit (Sq. mtrs) | Frequency/ Periodicity | Rate per square metre (in Rs.)(in words and figures) | Monthly amount (in Rs.) (in words and figures) |
|---------|---|-------------------------------|---|--|--|
| 1. | Sweeping in covered area | 28435 | Once in a day and as and when required. | | |
| 2. | Scrubbing, wet cleaning of floor, passages and different types of floor area provided in different rooms and stair cases of the building. | 6407 | Once in a day and as and when required. | | |
| 3. | Sweeping open space like roads, courtyards, garage, parking lots, etc. | 27979 | Once in a day and as and when required. | | |
| 4. | Cleaning open space like lawns, play grounds, etc., where necessary | 16208 | Once in a day and as and when required. | | |
| 5. | Cleaning and sanitation of Toilets and Bath Rooms and passages, etc. attached thereto. | 3087 | Twice a day. (Total number of toilets & bath rooms may also be indicated by the Department) | | |
| 6. | Sweeping/ | 1348 | Twice a | | |

| | | | | | |
|-----|---|---------------|---|--|--|
| | cleaning/wet mopping of main hall of canteen/ kitchen/pantry | | day. | | |
| 7. | Cleaning of mirrors, dressing tables, urinal pots and other articles contained in toilets and bath rooms. | 783 items | Twice in a day.(Total number of articles may be indicated by the Department) | | |
| 8. | Cleaning of different types of doors/window frames/glasses fixed to the doors, windows and fixtures | Per 100 items | Daily and as and when required. (Total number may be indicated by the Department) | | |
| 9. | Cleaning of portable fire extinguishers/ Smoke detectors/Fire detectors/ Fire detection panel, etc. | Per 100 items | Once in a fortnight. (Total number may be indicated by the Department) | | |
| 10. | Cleaning of telephone sets and accessories | Per 100 items | Daily and as and when required. (Total number may be indicated by the Department) | | |
| 11. | Cleaning of computers/photo-copier machines/other office equipments | Per 100 items | Daily and as and when required. (Total number may be indicated by the Department) | | |
| | | | | | |

| | | | | | |
|-----|--|-----------------------|--|--|--|
| 12. | Cleaning of Indoor light fittings/External light fittings and accessories. | Per 100 items | Once in a week and as and when required. (Total number may be indicated by the Department) | | |
| 13. | Cleaning of switch boards/panels/distribution boards/fans/exhaust fans and accessories | Per 100 items | Once in a week and as and when required. (Total number may be indicated by the Department) | | |
| 14. | Pest control/Rodent control/Mosquito control | (per 100 square feet) | Once in a fortnight and as and when required (under non-Office hours) | | |
| 15. | Collection, Segregation and disposal of garbage | Per Quintal | | | |

Note:-

- Contractor shall provide uniformed and trained personnel and use its best endeavour to provide sanitation and housekeeping services to the Department for providing neat and clean environment. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, Cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per square metre. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
- The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
- The contract is for two years.
- The area and number of articles shown above is indicative and the actual quantity may vary.
- The bidders may quote the rates with the cleaning materials of ISI specifications.**
- All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words.**

Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

ANNEXURE-I

DEPARTMENT OF SOCIAL WELFARE
GOVERNMENT OF NCT OF DELHI
GLNS COMPLEX, DELHI GATE, NEW DELHI

TENDER FORM FOR PROVIDING SANITATION SERVICES

1. Cost of tender : Rs _____

Affix duly
Attested P.P.
Size recent
photograph of
the prospective
bidder.

2. Names, address of firm/Agency
and Telephone numbers. _____

3. Registration No. of the Firm/
Agency. _____

4. Detail of person authorized to bid
(a) Name & Designation _____
(b) Address _____
(c) Telephone No./mobile no. _____
(d) Authorized person of Firm/Agency to deal with. _____

5. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm. Name and
Address and Telephone No.
of Directors/partners should
specified. _____

6. PAN card number _____ Date of issuance _____
Date upto which valid _____
Income Tax Department and
copy of previous three Financial
Year's Income Tax Return.

7. Provident Fund Account No. _____ Date of issuance _____
Date upto which valid _____

8. ESI Number _____ Date of issuance _____
Date upto which valid _____

9. Licence number under Contract Labour (R&A) Act _____
Date of issuance _____ Date upto which valid _____

10. Details of Bid Security deposited:

(a) Amount : Rs. _____
(Rupees in words also)

(b) FDR No. or DD No. or _____
Bank Guarantee in favour of _____

(c) Date of issue: _____

(d) Name of issuing bank & branch: _____

11. Annual turnover (as per audited account)

(i) 10-11

(ii) 11-12

(iii) 12-13

Total turnover last three years (i.e. sum of i+ii+iii):- _____

Average annual turnover for last three years _____ (i.e. total turnover divided by 3)

13. Details of ISO Certification:

14. Any other information:

15. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address
(with seal)

**DEPARTMENT OF SOCIAL WELFARE
GOVERNMENT OF NCT OF DELHI
GLNS COMPLEX, DELHI GATE, NEW DELHI**

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall provide the sanitation/housekeeping services in the Department of _____, Government of NCT of Delhi.

The contractor shall ensure hygienic atmosphere and clean environment in the Department.

DUTIES AND RESPONSIBILITY OF SANITATION STAFF:

1. Cleaning of floor areas, vertical finishes (walls) Roof and False ceilings, Glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminium grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, etc. All the covered area including all rooms, corridors, stair-case, associated bath-rooms and toilets of Office on all floors and open area including roads, lawns, paved areas and terrace including overhead water tanks, if any.
2. Washing and cleaning and maintenance of Indoor and Outdoor decorative plants, flower pots, cleaning and maintenance of lawns.
3. Emergency plumbing works pertaining to water supply, distribution and checking of leakages and replacement of leaking taps, etc.
4. Sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthaline balls, room freshners, etc. to maintain hygienic atmosphere.
5. Cleaning and maintenance of all the drains within the compound of the Department.
6. Supply of suitable and adequate number of dustbins, cleaning of dustbins and removal/disposal of collected garbage to an approved location, clearance of segregated bio-medical waste as per the prescribed norms of bio-medical waste disposal at designated places.
7. Pest control, mosquito control including winged pests, larva control and rodent control of the entire campus of the Department in all covered and open area.
8. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, Air-conditioners, etc. with dusting or wet mopping or vacuum cleaning.
9. Cleaning of all lighting, indoor as well as outdoor, and electrical fixtures.
10. Cleaning of drinking water coolers, water filters, Desert coolers, etc.

11. Cleaning of lifts (all components).
12. Cleaning of fire-fighting equipments, CCTV and public address systems, etc.
13. Cleaning of all miscellaneous equipments as available or being provided from time to time.
14. The cleaning of carpets, etc. with modern gadgets shall be done once a week.
15. Sweeping/Cleaning and wet mopping of the main hall of canteen/kitchen/pantry shall be done twice a day.
16. **Any other provisions as advised by the Employer may be incorporated in the agreement. The same shall also be binding on the contractor.**

(The concerned Department may also include the items, if any other than prescribed above, in the Duty chart as per their requirement)

| Details of area to be swept at regular intervals (In Square meters) | | | | | | | | | Annexure-III |
|--|---|--------------------|----------|----------|----------|----------|----------|----------|--------------|
| S N | Details of Identified areas | Freq. of cleaning | H.Q | HLTB | NC | GSSSBB | HCGBS | OAH | AK |
| 1. General Rooms | | | | | | | | | |
| A | General Offices/Class Rooms/Lect.Hall | Once per day | 990 | 4401 | 1039.11 | 752 | 1023 | 213.03 | 2050 |
| B | Committee Room | Once per day | X | X | X | 340 | 49.81 | 137.71 | X |
| C | Reception Room | Thrice per day | 150 | X | X | X | X | 87.80 | X |
| D | Record Room/Stationary Room | Once per day | X | X | X | 340 | 20.65 | X | X |
| E | Hostels | Once per day | X | X | X | 750 | X | 1030.30 | 5416.92 |
| F | Labs./Workshops of Edu. Institutions | Once per day | X | X | X | 80 | X | X | X |
| G | Kitchen | Twice per day | X | X | 36.60 | 880 | 185.44 | 245.77 | X |
| II. Varandah/Stair case etc. | | | | | | | | | |
| A | Varandah | Twice per day | 240 | 727 | X | 2800 | 524.78 | 530 | 620 |
| B | Stair case | Twice per day | 38.90 | 32 | X | 75 | 64.51 | 410 | 345 |
| III. Open Space | | | | | | | | | |
| A | Roads | Once per day | 870 | 3087 | 1278.86 | 1925 | X | X | 1250 |
| B | Court yards | Twice per week | X | 1059 | X | 1200 | 1569.6 | 1330 | 10928 |
| C | Garages | Once per week | 210 | 30 | 451.54 | X | X | X | X |
| IV. Others areas | | | | | | | | | |
| A | Lawn | Once per day | 483 | 1029 | X | 1200 | 572.09 | X | X |
| B | Playground | Once per week | 3850 | X | X | X | X | X | 4727 |
| V. Walls having tile work | | | | | | | | | |
| A | Varandah where wall tiles are installed | Once per day | 170 | X | X | 720 | X | 662 | 1500 |
| B | Rooms where wall tiles are installed | Once per fortnight | X | X | X | 1300 | X | 678 | 4010 |
| C | Glass walls/ window pans | Once per fortnight | 200 | 98 | X | 800 | 183.61 | X | 511 |
| Items to be swept regularly | | | | | | | | | |
| 1 | Latrines/Bathroom | Thrice per day | 18 | 479 | 206.76 | 1550 | 166.11 | 86 | 182 |
| 2 | Urinal Pots | Thrice per day | 26 | 10 | X | 110 | 11 | 14 | 25 |
| 3 | Mirrors/Wash Basin | Once per day | 17 | 10 | X | 15 | 11 | 100 | 30 |
| 4 | Other Articles | Once per day | X | 372 | X | 15 | 17 | X | X |
| | Manpower Required | | 3 | 7 | 2 | 4 | 3 | 7 | 60 |

**TOTAL SNITATION
STAFF REQUIRED**

ANNEXURE-IV

EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS

Scoring of ten Marks will be based on Annual Turnover, Manpower on roll, experience of running sanitation/housekeeping services, volume of work performed in preceding years, trained Sanitation/Hygiene Supervisory Staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (The concerned Department may fix the marks accordingly)

The firm/agency which has secured seven out of ten marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

**GOVT. OF NCT OF DELHI
DEPARTMENT OF SOCIAL WELFARE
GLNS COMPLEX: DELHI GATE: NEW DELHI**

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SANITATION/HOUSEKEEPING
SERVICES AS PER CLAUSE NO.9.1.1.(a) to 9.1.2.(n)**

| Sl. No. | Documents asked for | Page number at which document is placed |
|---------|--|---|
| 1. | Bid Security (EMD) of Rs. _____ (Rupees in words) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of _____ (designation of the concerned officer), _____ (name of the Department) valid for 45 days beyond the Tender validity period. | |
| 2. | One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also. | |
| 3 | Power of attorney in favour of authorized person for signing the bid and attach documents as mentioned at clause no. 3.1.3.2(a)(b)(c) & 3.3 | |
| 4. | Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VII). | |
| 5. | Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last three financial year. | |
| 6. | Self attested copy of Service Tax Registration No. | |

| | | |
|-----|---|--|
| 7. | Self attested copy of valid Registration number of the firm/agency. | |
| 8. | Self attested copy of valid Provident Fund Registration number. | |
| 9. | Self attested copy of valid ESI Registration No. | |
| 10. | Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970. | |
| 11. | Proof of experience of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificate from the concerned employers. | |
| 12. | Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT) | |
| 13. | ISO certificate | |
| 14. | Duly filled and signed Annexures I,V,VI,VII required as per tender document. | |
| 15. | Undertaking in affidavit as per point no 9.1.2(n) of tender document | |

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

ANNEXURE-VI

**DEPARTMENT OF SOCIAL WELFARE
GOVERNMENT OF NCT OF DELHI
GLNS COMPLEX, DELHI GATE, NEW DELHI**

Checklist for Technical Evaluation

| Sl. No. | Information to be provided | To be filled by the Bidder | For office use |
|---------|--|----------------------------|----------------|
| 1. | Annual Turnover (in Lakhs) | | |
| 2. | Manpower on roll | | |
| 3. | Experience of running Sanitation/Housekeeping services (in years) | | |
| 4. | Volume of work done during last three financial years as specified in clause 2.2 of the NIT. | | |
| 5. | Single work of more than Rs. _____ during last three years. | | |
| 6.. | No. of Trained Supervisory staff in the field of Hygeine/Sanitation/Housekeeping. | | |
| 7. | ISO Certification of the firm (Yes/No) | | |

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

(ON A STAMP PAPER OF Rs.100/-)

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained sanitation/housekeeping workers.
5. I/We do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency, as well as any other point considered by our Agency. Our Sanitation/Housekeeping Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
6. I/We undertake that I/We or any of our constituent partner (in case of partnership firm) has neither been debarred nor blacklisted for tendering in any organization at any time. It is further stated that none of us has been convicted by any court of law.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

ANNEXURE-VIII

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 8.7.1 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the Department) (hereinafter called "the Department") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Sanitation/Housekeeping Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee

and/or (b) fails or refuses to enter into a contract within the time limit specified in para _____ of the NIT.

- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness
Address of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

(Stamp/Seal of Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for sanitation/housekeeping services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will

extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____
Designation _____
I.D. No. _____
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____
in the presence of:

Witness-1.
Signature _____
Name _____
Address _____

Witness-2.
Signature _____
Name _____
Address _____

**DEPARTMENT OF SOCIAL WELFARE
GOVERNMENT OF NCT OF DELHI
GLNS COMPLEX, DELHI GATE, NEW DELHI**

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day ____ (Month) ____ (Year) Between the President of India through the ____ (Name and address of the Department) hereinafter called "the Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns on the one part AND ____ (Name and address of the contractor) through Shri ____, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Sanitation/Housekeeping Services to the ____ (Name of the Department) for providing a neat and clean environment to the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the Sanitation/Housekeeping services w.e.f. ____ as per the provisions of this Agreement and the tender documents.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. ____ (____ Rupees in words).
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

Name of the official
Stamp/Seal of the Contractor

By the said _____ Name
on behalf of the Contractor in
the presence of:

Witness _____
Name _____
Address _____

Telephone No: _____

For and on behalf of the President of
India
Signature of the authorized Officer

Name of the Officer
Stamp/Seal of the Employer

By the said _____ Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Telephone No: _____

ANNEXURE-XI

DEPARTMENT OF SOCIAL WELFARE
GOVERNMENT OF NCT OF DELHI
GLNS COMPLEX, DELHI GATE, NEW DELHI

FORM OF STATUTORY OBLIGATIONS

The rate per person and prices quoted by the Bidder including the following statutory obligations shall be in format as under:-

[illegible]