

**BID DOCUMENTS  
FOR  
“NIT FOR  
PROVIDING  
SANITATION & HOUSE-KEEPING  
SERVICES”**

**DEPARTMENT OF SOCIAL WELFARE  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
GLNS COMPLEX, DELHI GATE  
NEW DELHI-110002  
Contact No: - Phone- 011-23392692**

**DEPARTMENT OF SOCIAL WELFARE  
(CARE TING BRANCH)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
GLNS COMPLEX, DELHI GATE  
NEW DELHI-110001  
Contact No: - Phone- 011-23392692**

NIT No: - F. 71(225)/PC/SANITATIONTENDER/16-17

Dated:

**NOTICE INVITING TENDER FOR PROVIDING SANITATION & HOUSE-KEEPING SERVICES**

E-Tenders are invited under Two-Bid system for providing sanitation and housekeeping Services from reputed agencies, having such capacity of providing sanitation and house-keeping services for a period of two years to the different Homes/Institution of the Department of Social Welfare under clustered bidding system in which the HQ, DSW will be the lead to invite the bids on behalf of all the Institution mentioned herein after.-

S. No.	Name of Home/Institution	No. of Manpower Required
1.	Department of Social Welfare (Head Quarters), GLNS Complex, Delhi Gate	03
2.	HLTB Tahirpur	07
3.	AshaJyoti Home, NirmalChaya, Hari Nagar	06
4.	GSSSBS Kingsway Camp	04
5.	HCGBS Kingsway Camp	03
6.	Old Age Home Bindapur	07
7.	AshaKiran Home, AvantiaRohini	60
8.	MCU (HQ)	01
9.	Asha Deep, Narela	06
10.	HAM (A&D), Lampur	03
	<b>Total</b>	<b>100</b>

Bidders firm should have capacity to provide sanitation worker as and when required in this department for the other homes/institutions/school under the jurisdiction.

The Bid documents along with terms and conditions etc. are available on the e-Tender website <https://govtprocurement.delhi.gov.in> and can be downloaded there from.

## SCHEDULE OF TENDER

<b>Tender Enquiry No.</b>	F. 71(225)/PC/SANITATIONTENDER/16-17
<b>Estimated Value of Tender</b>	<b>Rs. 360 lakhs/- (Rs. Three crore and sixty lakh only)</b>
<b>Date of release of tender through procurement solution</b>	11.11.2016, 4.00 PM
<b>Date of pre-bid meeting (In the chamber of Dy Director (CTB), DSW)</b>	16.11.2016, 11.00 AM
<b>Last date/time for downloading and submission of Bid Documents</b>	05.12.2016, 11.00 AM
<b>Last date/time for submission of EMD</b>	05.12.2016, 11.00 AM
<b>Date / Time of opening of Technical Bids</b>	05.12.2016, 12.00 PM
<b>Date / Time of opening of Financial Bids</b>	To be notified Later and can be seen on website

The above dates, if necessitated, may be changed and any notification for the changed dates will be available on the above said website and the bidders, therefore, are advised to follow up with the website about the revised schedule.

In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time. Further if any amendments or corrigendum made to this NIT can only be seen on <https://govtprocurement.delhi.gov.in>

**DY. DIRECTOR (CTB)  
DEPARTMENT OF SOCIAL WELFARE  
GOVT. OF NCT OF DELHI**

## Contents of the Bid Documents

The Bid Documents contain the following parts:

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The Bidders should examine all instructions, forms, terms & conditions, and scope of service in the Bid document and furnish all information as stipulated therein.

## **Section 1: Invitation for Bids**

1. This bid document is being issued to seek response from the eligible bidders in order to hire their services in providing Sanitation & House-keeping Services under which the successful bidder shall be contracted to provide the said services by way of deploying adequate sanitation personnel to perform the duties as per this bid document.

2. Following is the list of the Homes/ Institutions for which bids are being invited under cluster bidding system:-

a.

S. No.	Name of Home/Institution	No. of Manpower Required
1.	Department of Social Welfare (Head Quarters), GLNS Complex, Delhi Gate	03
2.	HLTB Tahirpur	07
3.	Asha Jyoti Home, Nirmal Chaya, Hari Nagar	06
4.	GSSSBS Kingsway Camp	04
5.	HCGBS Kingsway Camp	03
6.	Old Age Home Bindapur	07
7.	Asha Kiran Home, Avantia Rohini	60
8.	MCU (HQ)	01
9.	Asha Deep, Narela	06
10.	HAM (A&D), Lampur	03
	<b>Total</b>	<b>100</b>

b. Under the cluster bidding system the bidders are required to bid through single bids for all the above mentioned Homes/ Institutions taken together. The Caretaking Branch of Head Quarter will do the tendering process on behalf of all the Homes/ Institutions.

c. Bidders are advised to study the Bid Documents carefully. Bid response prepared in accordance with the procedures enumerated in section 2 of the Bid documents should be submitted online to the Department of Social Welfare, GNCTD, not later than the date and time laid down and at the address given in the Bid documents.

d. The **estimated value of the contract is around Rs. 360 Lakh for two years contract period.**

3. All bids must be accompanied with an **Earnest Money Deposit (EMD) of Rs.10.80 Lakh (Rs. Ten lakh eighty thousand only)** to be submitted in form of a Demand Draft/FDR/Bank Guarantee in favour of " Director , Department of Social Welfare, Govt. of NCT of Delhi" payable at New Delhi issued by any scheduled/nationalized bank. It should be valid for at least 45 days beyond the final bid validity period (clause 5 (j) below). It should be physically submitted to the purchasing officer as mentioned in clause 5(b) below by the due date.

4. The bid document will be available for downloading from Delhi Government Procurement website at <https://govtprocurement.delhi.gov.in>. The hard copy of the bid documents will not be provided by the Department.

## 5. Schedule for Invitation of Bid

**a. Designation of the Purchasing Officer: - Director, Department of Social Welfare**

**b. Official address of the Purchasing officer:-Department Of Social Welfare GLNS Complex, Delhi Gate New Delhi-110001**

c) Last date and time for receipt of online Bid Response	As above
d) Place of Pre-bid meeting Venue:-	O/o, Dy. Director (Caretaking Branch) ,Department Of Social Welfare GLNS Complex, Delhi Gate New Delhi- 110001
e) EMD submission date & time	As above
f) Place, Time and Date of opening of Pre Qualification Bid Venue:-	As above
g) Place, Time & Date of Opening of Technical Bid	As above
h) Place, Time & Date of Opening of Financial Bid	As above
i) Details of the contact person for any clarification	Same as Clause 5(a) and 5(b) above
j) Date till which the Bid should be valid	120 days from the last date of bid submission

## 6. Important dates & time:-

The following table provides information regarding the important dates of the bid process:-

ACTIVITY	DATE & TIME
<b>Downloading of Bid documents</b>	From 11.11.2016 to 05.12.2016
<b>Last date for submission of EMD</b>	Time 11.00 AM on 05.12.2016
<b>Last date for submission of Bid</b>	Time 11.00 AM on 05.12.2016
<b>Technical Bid opening</b>	Time 12.00 PM on 05.12.2016
<b>Financial Bid opening</b>	To be notified Later and can be seen on website <a href="http://www.socialwelfare.delhigovt.nic.in">www.socialwelfare.delhigovt.nic.in</a>

NOTE: The above dates are liable to be changed by the Department for which necessary information will be available on [www.eprocurement.delhigovt.nic.in](http://www.eprocurement.delhigovt.nic.in)

7. Bidders must note that bids received after due date and time shall be rejected. The EMD in prescribed form shall be submitted with the Dy Director (Caretaking Branch), Department of Social Welfare, Delhi Gate, in a sealed envelope duly super-scribed with the NIT number and its subject.

## Section 2 Instructions to Bidders

**1. Procedure for submission of Bids:** A single bid will be submitted by every bidder. Bids will comprise of following two sections:-

- a Technical Bid (As per the Annexure- I & Annexure-II)
- b Financial Bid (As per the Annexure- III)

**2. Cost of Bidding Process:-** The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.

**3. Language of Bids:-** The Bids prepared by the Bidders and all correspondence and documents relating to the bids exchanged by the Bidder and the Department shall be written in English language only.

**4. Documents Comprising the Bids:-** The bid prepared by the Bidder shall comprise of the following components:

**4.1 Pre-qualification Bid** (Pl. also see section 6 and Annexure-I) – The prequalification bid shall be submitted in the format as per Annexure-I and shall be accompanied with the following self attested Documents whose scanned copy along with the duly filled in format as per Annexure-I shall be uploaded on the website.

- EMD i.e. (DD/FDR/Bank Guarantee).
- Photograph of the bidder
- PAN Card of the bidding firm
- Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms. (not more than two firms are allowed to form consortium)
- Certificate of Registration for PF subscription
- Certificate of Registration for ESI subscription
- Certificate of Service Tax Registration number
- Audited balance sheet / audited Income statement for preceding three years ( 2013-14, 2014-15, 2015-16)
- Power of Attorney in favour of the authorized person signing the bid
- Undertaking as per Annexure-VII
- TIN number of works contract under DVAT Act, 2004.

**4.2 Technical Bid** (Pl. also see section 6 and Annexure-II) – The technical bid shall be submitted in the format as per Annexure-II. It shall comprise of following types of documents in support of credentials/experience and will be uploaded along with the Technical Bid Form (Annexure-II):



i. Copy of the Work Order and/or

II. Copy of the agreement (Part pages of the work order or agreement shall not be acceptable)

- Certificate or letter issued by the client under the signature and office seal of a competent official of the said client in favour of the bidding firm declaring that the service provided by the bidding firm has been or was satisfactory during the period of engagement. (Pl. note that the above said certificate of satisfactory service must be submitted from at least one client, if not from all clients. Failure to submit such certificate from at least one client will earn zero marks even if supporting documents as mentioned in (i) and (ii) above are given)
- **Financial Bid** (Pl. also see section 6) – It shall be submitted in the format as per the Annexure-III.

## 5. Who can apply on behalf of Bidder

5.1 It is clarified that the individual signing the documents connected with Bid must certify whether he / she is signing as authorized signatory or proprietor or duly authorized partner (in case of partnership firm).

OR

5.1.1 Constituted attorney of the firm, if it is a company

OR

5.1.2 The principal officer or his / her duly Authorized Representative of the Bidder.

5.2 The authorization shall be indicated by power-of-attorney accompanying the Bid.

## 6. One Bid per Bidder

Each bidder shall submit only one bid 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, the bids shall be rejected.

## 7. Earnest Money Deposit (EMD)

7.1 The Bidder shall furnish, as part of its bid, **EMD of the amount of Rs. 10.80 Lakh (Rs. Ten lakh eighty thousand only) in favour of Director, Department of Social Welfare, Delhi** and format as mentioned in Clause 3 of section 1 of this Bid document.

7.2 The EMD is required to protect the Department against the risk of Bidder's conduct which would warrant the EMD's forfeiture.

7.3 The EMD (denominated in Indian Rupees) shall be in the form of a D.D./FDR/Bank Guarantee issued by a Nationalized / Scheduled Bank and shall have validity as stated in Clause 3 of section 1.

7.4 Unsuccessful Bidder's EMD will be discharged/ returned within 30 days after award of contract to the successful Bidder. **No interest will be paid by the Department on the EMD amount.**

7.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract and after furnishing the performance security.

7.6 The EMD may be forfeited:-

- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid, or
- In case of a successful bid, if the Bidder fails;
  - i. to sign the Contract, or
  - ii. to furnish performance security

## **8. Period of Validity of Bids:-**

8.1 Bids shall remain valid for a period as stated in Clause 5 (j) of section 1 of this bid document.

**A bid valid for a shorter period shall be rejected by the Department as nonresponsive and shall not be taken up for evaluation purposes.**

8.2 The Department may request the Bidder for extension of the period of validity. The request and response thereto shall be made in writing (or by fax or by e-mail). The validity of EMD provided under Clause 3 of section 1 of this document shall also be accordingly extended.

## **9. Terms & Conditions of Bidder:-**

9.1 Printed terms and conditions (General Conditions) made by the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the Contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should not bid.

## **10. Local Conditions:**

10.1 It will be incumbent upon each Bidder to fully acquaint himself / herself with the local conditions and factors at the respective locations/ sites and offices which would have any effect on the performance of the contract and / or the cost.

10.2 The Bidder is expected to obtain for himself/herself on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

10.3 Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

10.4 It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid documents.

10.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Department and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Department on account of failure of the Bidder to appraise themselves of local laws and conditions.

## **11. Last date of Receipt of Bids**

11.1 Bids will be submitted online as per the schedule give in clause 5. Of section 1.

11.2 The Department may, at its discretion extend the last date for the receipt of bids by amending schedule in accordance with Clause 6 of section 1, in which case all rights and obligations of the Department and Bidder previously subject to the pre-extended last date will thereafter be subject to the last date as extended.

## **12 Late Bids**

12.1 Any bid received after the scheduled last date and time for receipt of bids, pursuant to Clause 5 and 6 of section 1, will be rejected and shall not be considered for opening.

## **13. Modification and Withdrawal of Bids.**

13.1 No bid should be altered / modified after submission. Unsolicited correspondences in this regard from Bidder will not be considered.

13.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

## **14. Contacting the Department:-**

- No Bidder, in order to influence the bid process, shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- Any efforts by a Bidder to influence the Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.
- *Pre-bid meeting will be held as per schedule of Tender for any emanating from the resultant contract, should be kept in the bidding document (as per rule) for the same a corrigendum will be issued after pre-bid meeting and minimum seven days before final date of submission of bid.*

## **15. Opening of Pre-qualification/Technical/Financial Bid by the Department;-**

15.1 The Department will open the Pre-qualification/Technical/Financial Bid in the presence of the representatives of the Bidders who choose to attend at the time, date and place, as mentioned in Clause 5 of section 1 of this bid document.

15.2 The Bidders names, bid withdrawals and the presence or absence of the requisite EMD and such other details as the Department, at its discretion, may consider appropriate will be announced at the bid opening.

#### **16. Right to accept any Bid and to reject any or all Bids:-**

16.1. The Department 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 with reason.

16.2. The Department may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

16.3. The Department may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

#### **17. Award of Contract:-**

17.1. Award of the contract will be made 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.

17.2. The Department 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 at which the contractor will be paid in consideration of the execution of services by the contractor as required in the contract.

17.3. The successful bidder will be required to execute an Agreement in the form specified in Annexure-V within a period of 30 days from the date of issue of Letter of Offer separately for each of the Homes/ Institutions of the cluster.

**17.4. The successful bidder shall be required to furnish Performance Security within 15 days of receipt of 'Letter of Offer' for an amount equal to 10% of the contract value in the form of an Account Payee DD or Fixed Deposit Receipts, or Bank Guarantee from a nationalized/scheduled bank in an acceptable form (Annexure-VI) in favour of the Director (Department of Social Welfare), Govt. of NCT of Delhi (Designation of the concerned Officer and name of the Department).** 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.

17.5. 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 Performance Security.

## **Section 3: General Condition of Contract**

### **1. DEPLOYMENT:-**

1.1 The contractor will physically deploy the sanitation staffs in such adequate numbers which will meet the contractual obligations as per this bid document. It will be mandatory that induction training is given by the contractor to the personnel to be deployed.

1.2 At least 10% of the personnel deployed shall be women and 100% women staff shall be deployed in women & Girls Institutions. The contractor shall not employ any person who has not completed eighteen years of age.

1.3 The Contractor shall maintain proper attendance system for better checks and controls. Only those bidders should apply who agree to accept all instruction issued by the department for enrollment and attendance of all staff through bio metric attendance system within one month of signing of the agreement. If the Contractor is found to be reluctant and not introducing the biometric attendance system within the aforesaid one month the Contractor shall pay Rs.1000/- per day for period of delay in starting the biometric attendance system.

### **2. LABOUR LAWS: -**

The Sanitation/House-keeping staffs to be used by the Contractor in its pursuit to meet the contractual obligation of providing sanitation & house-keeping services to the department shall be the employees of the contractor. The contractor shall abide by and comply with all the relevant laws and statutory requirements under Labour Laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI, Employee Compensation Act, 1923, Bonus etc. with regard to the personnel engaged. Further, for any lapse in this regard, the Contractor shall be solely responsible and held accountable. The contractor shall maintain registers required under the relevant Act for recording the names of the personnel deployed. Also provide the detail of employees with EPF account No. and subscription deposit by the contractor as per instructions issued by the Government.

### **3. ACCIDENT:-**

All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the contractor unless the deployed personnel is covered by the ESI scheme.

### **4. PERFORMANCE AND SUPERVISION:-**

Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be required to be stationed for this purpose.

4.1 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.

4.2 Contractor and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them.

4.3 That, in the event of any loss that occur to the Department, as a result of any lapse on the part of the Contractor or personnel deputed by him which will be established after an enquiry is conducted by the Department, the said loss can be claimed from the Contractor up to 20% higher than the value of the loss. The decision of the Head of the Department will be final and binding on the contractor.

4.4 The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

4.5 The Department shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department.

4.6 The contractor and the personnel deputed by him shall be responsible to protect property and equipments of the Department at the premises entrusted to it.

4.7 The Contractor will deploy round the clock supervisors to oversee the sanitation & house-keeping services who will be the contact person with whom the Department will interact on day to day sanitation matters.

4.8 The Contractor shall get all personnel to be deployed screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Department will be at liberty to get anybody reexamined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

## **5. DUTY FAMILIARISATION:-**

The Contractor in consultation with Department will give basic familiarization under the contract for 2-3 days about the duties to be performed by the personnel and their desirable behavior with the public and the inmates in particular and this period of 2-3 days will not be counted as shift manned by Contractor's personnel for the purpose of payment under the contract.

**6. CONFIDENTIALITY:-** The contractor shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of Department.

6.1 The contractor shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the services/contract and/or Department's business/ operations, information, application/software, hardware, business data, designs and other information /documents without the prior written consent of the Department.

6.2 The Contractor shall execute a Non Disclosure Agreement (NDA) in favor of the Department.

6.3 The Contractor shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentiality. The Department reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under the clause.

7. 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 Contractor's personnel shall attend the court as and when required.

## **8. FORCE MAJEURE:-**

*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, tempest, acts of nature/God etc. which may prevent either party to discharge their 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.*

9. The Contractor shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

## **10. SERVICE COMMENCEMENT:-**

"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.

## **11. LIABILITY:-**

If the contractor is a joint venture/ company/ group/partnership of two or more persons, all such persons/directors/partners 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 authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the Department.

## **12. CORRUPT PRACTICE:-**

During the course of contract, if any of the personnel deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of the Department, the Department shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

## **13. CLAIM SETTLEMENT:-**

13.1 Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines. The Department shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Contractor shall indemnify the department in this regard.

## **14. SUBCONTRACT DISALLOWED:-**

The Contractor shall not engage any sub contractor or transfer the contract to any other person in any manner.

## **15. INDEMNITY:-**

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.

16. The contracting agency shall not employ any person below the age of 18 yrs. And above the age of 55 yrs. Manpower so engaged shall be trained for providing Sanitation & House-keeping services before joining. During the training, Contractor shall have to arrange for substitute for the staffs undergoing training.

## **17. UNION ACTIVITIES:-**

Sanitation & House-keeping staff engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the Department.

## **18. EMPLOYMENT/ RESIDENCE:-**

18.1 The Department shall not be under any obligation for providing employment to any of the worker of the Contractor at any time. Further, as the contract is primarily for providing services, hence any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

18.2 The Department shall not be responsible for providing residential Accommodation or such other facilities to any of the employees of the Contractor.



## **19. OVERPAYMENT / UNDERPAYMENT:-**

19.1 If as a result of post payment audit or otherwise, any overpayment is detected in respect of any work done or alleged to have been done by the Contractor under the contract, the Contractor shall pay back the overpayment and it shall be recovered by the Department from him.

19.2 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

20. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Department etc.

## **21. TAX OBLIGATION OF THE CONTRACTOR:-**

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

21.1 Income tax shall be deducted at source by the Department from all the payments made to contractor according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the contractor prior to release of payment. A certificate shall be provided by Department to the contractor for any tax deducted at source.

21.2 The contractor shall bear all taxes and duties etc. levied or imposed on the Contractor under the Contract including but not limited to Service Tax, VAT and all Income Tax levied under Income Tax Act, 1961 or any amendment thereof during the entire contract period i.e. on account of services rendered and payments received from Department under the Contract. It shall be responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.

21.3 The Contractor agrees that he and his team shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Tax Authorities, for the payments received by them for the services under the contract.

***21.4 Should the contractor fail to submit returns/pay taxes in times as stipulated under applicable Indian/state tax laws and consequently any interest or penalty is imposed by the concerned authority, the Contractor shall pay the same. The Contractor shall indemnify Department against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty that any such tax authority may assess or levy on the contractor.***

## **22. DISPUTE RESOLUTION:-**

(a) Any dispute and/ or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized 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 to be appointed by the Lt. Governor, Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings 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 if the period of contract is still valid, 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 in Delhi only.

## **23. PERFORMANCE SECURITY:-**

The successful Bidder shall furnish Performance Security to the Department within Thirty days before signing the Contract which shall be equal to 10 % of the total value of the Contract in favour of "Director, Department of Social Welfare" and shall be in the form of an Account Payee DD or Fixed Deposit Receipt or a Bank Guarantee Bond from a Nationalized/ Scheduled Bank in the Performa as per Annexure-VI of the Bid document which would be valid up to a period of sixty days beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release. The performance security shall be separate for each of the Homes/ Institutions under the cluster.

## **24. TERM AND EXTENSION OF CONTRACT:**

The term of this contract shall be for a period of 2 years from the date of signing of the contract.

24.1 The Department reserves the sole right to grant any extension to the term mentioned above and in this regard shall notify in writing to the Contractor at least one month before the term expires. The decision to grant or refuse the extension shall be at the Department's discretion and such extension of the contract, if any, shall be on the same terms and conditions. The extension can be given for maximum six months at a time and total extension will not be given for period more than one year.

24.2 Where the Contractor is of the view that no further extension of the term be granted to him, the contractor shall notify the Department of its decision at least 3 (three) months prior to the expiry of the term. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract.

## **25. TERMINATION:-**

The Department may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:-

(i) Where the Department is of the opinion that there has been such event of default on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract.

(ii) Where it comes to the Department's attention that the Contractor is in a position of actual conflict of interest with the interests of the Department, in relation to any of terms under this Contract.

(iii) Where it comes to the Department's attention that the contractor furnished incorrect or false information at any time.

(iv) Termination for insolvency: the Department may at any time terminate the Contract by giving written notice to him, without compensation, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

(v) The Contractor may, subject to approval by the Department, terminate this Contract before the expiry of the term by giving the Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

## **26. CONSEQUENCES OF TERMINATION:-**

In the event that the Department or the Contractor terminates the Contract, pursuant and depending on the event of default, compensation shall be decided by the Department as the services provided by the Contractor that have been accepted by the Department. In case of termination of contract due to default on the part of the contractor, the Department reserves the right to forfeit the performance security of the contractor by encashing it in the Department's favour.

## **27. JURISDICTION OF COURT:-**

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

## **Section 4: Special Conditions of Contract and Service Levels**

### **1. ANTECEDENT VERIFICATION: -**

Before actually deploying the Personnel, the contractor shall inform the Department in writing that the antecedents of the personnel through whom the services will be rendered have been duly verified and further the copies of the police verification will be submitted. The Contractor shall also provide to the Department curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent/present residential address, marital status and next of kin, UIDAI number etc.

### **2. UNIFORM AND DRESS:-**

The personnel engaged by the contractor shall be dressed in neat and clean Uniform with proper name badges, failing which a penalty of Rs.500/- for each occasion per person will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the Contractor's bills. (while quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform & dress).

### **3. DISCIPLINE AND COURTESY:-**

The personnel engaged have to be courteous with pleasant mannerism in dealing with the department officials, inmates and members of public and should project an image of utmost discipline. The Department shall have right to have any person removed in case of staff 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 suitable replacement in all such cases.

### **4. BILL AND ITS PAYMENT:-**

4.1 The Contractor will raise month wise bill for the service provided at the rate as agreed and accepted by the department.

4.2 The Contractor will serve the bill for every preceding month by 4<sup>th</sup> day of every month and the Department will make the payment within next 10 days provided the bill is complete in all respect. The bill will show separately the Service Tax chargeable from the Department. The Contractor shall also submit the proof of having deposited service tax by way of presenting copy of challan receipt which should show such amount that must tally with the service tax collected from the department. For this purpose, the contractor will not mix up payment of service tax collected from this department with those of any other department where the Contractor might be providing services.

4.3 Disputed amount in the bill on which clarification is required shall be withheld till the time it is sorted out. However, rest of the amount shall be released by due date as mentioned above in Clause 5.2.

4.4 Payments to the contractor shall be made by Electronic transfer to the contractor's account for which purpose the contractor shall furnish the complete Bank account details.

4.5 Any damage or loss caused by Contractor's personnel to the Department in whatever form or any penalties imposed on the contractor would be recovered from the Contractor from its running bill or dues or against the performance guarantee.

## 5. SERVICE LEVEL SPECIFICATIONS & PENALTY:-

Process	Service Level Specifications	Penalty
1. Deploying adequate number of Sanitation & House – keeping Personnel / Supervisor	The contractor will provide adequate number of Sanitation & House-keeping personnel /Supervisor for meeting the service requirement of the department.	Rs.1000/- for every instance when the deployment is found to be deficient/ for late reporting of staff Rs.100 for every instance when Staff coming late and Rs. 500 for non reporting of staff
2. Sanitation & Housekeeping Personnel / Supervisor to report in uniform	Approved uniform design with name badge.	Rs.100/- for every member of Sanitation & Housekeeping personnel/Supervisors not found in prescribed uniform
3. Misconduct /misbehavior/ Indiscipline by the Sanitation & Housekeeping personnel /Supervisor.	i) Sanitation & House-keeping personnel /Supervisor should be courteous to the Inmates / Office staffs and disciplined. ii) They should not smoke and spit on the walls/floors etc.	Rs.100/- for every instance.
4. Maintaining adequate stock of consumable / non – consumable articles for cleaning & sanitation.	The Contractor shall always keep advance stock of 15 days requirement of sanitation articles so that standards of cleanliness and sanitation is maintained in the offices/Institutions.	For every instance when the 15 days stock is not found on checking, penalty of Rs.2000/- for each instance

5. Providing Consumables / no consumables such as phenyl, naphthalene ball, detergent, cleaning solution, soap etc	The contractor will use standard quality materials for maintaining cleanliness and hygiene.	For every instance of not using standard material required for sanitation/cleaning a penalty of Rs.1000 will be imposed.
6. Maintaining the level of cleanliness/sanitation. (Applicable for all other areas than those mentioned in point no.7below)	The contractor will maintain high standard of cleanliness / sanitation as given in the Section 5 : Scope of Service	For every instance of default in not meeting the standards of cleanliness/sanitation, penalty of Rs.500/- will be imposed.
7. Maintaining the toilets, water closets,bathrooms, urinals,plumbing fixtures, floorsclean and stink free.	The Contractor shall maintain the toilets, water closets, bathrooms, urinals, plumbing fixtures, floors free from foul smell and stinks all the time.	For every instance of default in not meeting the standards of cleanliness/sanitation, penalty of Rs.1000/- will be imposed.
8. Frequency of cleaning	The contractor shall clean the different areas regularly as per clause 10 of Section : 5.	For every instance of default Rs.500/- penalty will be imposed.

All the penalties will be imposed on the contractor and shall be recovered either way of adjusting against arrears of payments or running bills or through direct payments.

## **6. PENALTY:-**

6.1 In addition to the penalty mentioned in clause 6 above, the following penalties may also be imposed on the contractor.

6.2 In case the Contractor fails:-

- a) to commence/execute the work as stipulated in the agreement, or
- b) if the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance, or
- c) if he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements, Department reserves the right to impose the penalty as detailed below: -
  - (i) For delay upto 4 weeks, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay for a period upto maximum 4 weeks time for any of the defaults mentioned above.

(ii) For delay beyond 4 weeks, the department in addition to imposing penalties at the rate as mentioned in (i) above reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 4 years and his earnest money/security deposit may be forfeited, if so warranted.

(iii) The Department may forfeit the performance security of the contractor in case of any of the defaults.

## **7. WAGE DISBURSAL:-**

7.1 The contractor shall pay to the personnel deployed at such rates which should not be less than the minimum prescribed wage plus admissible EPF, ESI, Bonus etc calculated at prevailing rates as per rules.

7.2 In order to safeguard against the possible underpayment to the workforce by giving them less wage than the minimum wage norms, it is mandatory that the Contractor shall disburse the wages to the personnel every month through ECS. Any exception in the mode of transfer of wage payment shall not be accepted.

## **8. RISK PURCHASE**

In the event of the contractor failing to provide the requisite services as per the contract the Department reserves the right to procure the services from any other source at the cost of the contractor. The Department shall retain the right of forfeiture of the performance security and the outstanding claims or any other actions as deemed fit.

## **Section 5 : SCOPE OF SERVICE**

(Pl. also see Annexure-IV)

1. \_\_\_\_\_ (Department) has its premises located at address \_\_\_\_\_. The contractor will be required to provide Sanitation and House-keeping services to the premises at this location. The period of contract shall be for two years but if so required by the Department it may be extended up to maximum one year in spells of maximum six months at each time.

2. For the purpose of rendering the services, the Contractor shall ensure of the following services which are illustrative but not exhaustive and they are as under:-

i) Sweeping, mopping, cleaning (dry/wet both), scrubbing, drying, dusting, cobweb removing, polishing, etc of the different parts of the building as per the desired frequency.

ii) Keeping peripheral areas such as driveways, walkways, passages, parking area, gates etc clean. Dusting/washing of the entrance door mats.

iii) Dusting of all furniture, floor walls, windows, ceiling, work stations etc.

iv) Cleaning the staircase, banisters, railings, floors, inner walls, ceilings, windows, window glass/drapes, doors, furnishings, furniture, work stations and vacuum cleaning of carpets and sofas etc, cleaning of glasses with cleaning solutions.

v) Cleaning of all Dormitories rooms and Staff /Office Rooms.

vi) Cleaning of all washrooms such as toilets, wiping of WC seats, pantries and maintaining them staff of institution.

vii) Cleaning of all sinks and countertops, partitions, urinary stalls, washroom mirror etc. and keeping them odorless.

viii) Garbage disposal

ix) Removal of trash and replacement of wastebasket, removal of biomedical waste up to designated point.

x) Pest and rodent control.

3. The contractor will provide the following machines free of cost as per required quantity and the category to carry out day to day house-keeping activities:-

i) Auto Scrubber

ii) Single Disc. Scrubbing Machines

iii) Vacuum Cleaners (Wet & Dry)

iv) Manual Sweeper (For Roads & Parking area)

v) High Jet Pressure



4. In addition to above, other equipments and tools as mentioned below shall be provided by the contractor free of cost as per requirement:-

- i) Telescopic Rods for Cobwebs and high reaching areas
- ii) Jet Spray machines as required by pest control team
- iii) Ringer Trolleys
- iv) Normal dusting and sweeping tools

**5. (Applicable in case of Homes/ Institutions only)** – In some critical areas like Kitchen , dormitory and cafeteria and clinic etc. the frequency of cleaning shall be more and the standards shall be further stringent. Some of the parameters that can be monitored are:-

- a) The floor and tiles should be stain free
- b) There shall not be any moisture after cleaning (moisture level can be inspected by cotton swab)
- c) There shall not be any Bacterial/microbial growth after cleaning (it may be checked after obtaining by doing culture of the samples taken from walls, beds, floor etc.)
- d) There shall be shine on the floor/articles/areas etc
- e) There shall not be any foul smell etc
- f) Any adverse findings in microscopic examination of the samples taken performing cleaning task considering aforementioned parameters shall be the sole responsibility of the contractor.

6. The contractor shall manage raw materials and consumables required to perform housekeeping, laundry and pest control services. It will be contractor's responsibility to store along with ensuring its quality and managing inventory.

7. The contractor shall be responsible to periodically check the performance of staff deployed by the contractor. It might involve interview of the staff personal, physical verification of the work done by him and report from peer, and user etc. The performance report shall be shared with HQ (Department of Social Welfare) and action, if any, shall be taken as per the instructions/suggestion of the Head of Office of the Homes/ Institution /Office.

## **8. Façade Cleaning:**

i) The contractor shall engage only trained manpower with safety equipment. The required safety measures to be adopted for the purpose of façade cleaning of high rise building is solely the responsibility of the contractor and in no manner the Department have any liability towards any compensation or any untoward incident arising due to negligence of the workmen. In every case in which by virtue of the Workman's Compensation Act, the Department is obliged to pay compensation to such person employed by the contractor in execution of the work, the Department will be entitled to recover from the contractor the amount of compensation so paid.

ii) The contractor shall be responsible for cleaning of any kind of glasses of all the doors and windows of inside and outside and at any level including structural glazing, building façade, atrium and all such areas of the Homes/ Institution /Office.

iii) The contractor shall be responsible of removal and disposal of dust, bird droppings from external side of windows.

iv) Contractor is required to maintain a proper schedule as well as record/work register for the façade cleaning activities. All the stationary for the purpose, the contractor has to arrange on his own.

v) The contractor shall provide necessary tools and equipments to his workers for performing their work.

9. The Contractor shall use standard quality sanitation articles/consumables such as phenyl, naphthalene balls, liquid soaps, detergents, toilet cleaner, brooms, dusting/mopping clothes, etc for which no separate payment will be made. Cost towards such articles/consumables shall be factored in the financial bid quotation. The contractor will be provided a separate enclosure room (at the department's premises) to keep its articles stored there for use and will ensure that at least 15 days stock are maintained in its store.

#### 10. Frequency of Cleaning:

S.No.	Type of cleaning/sanitation activities/cleaning standard	Area/Portion of the building (Give measured area also in sq.m)	Number of times activity is to be done and at what intervals per day /week/ fortnight etc.
(i)	Sweeping in covered area	28435	Once in a day and as and when required
(ii)	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
(iii)	Sweeping open space like roads, courtyards, garage, lots, etc.	27979	Once in a day and as and when required
(iv)	Sweeping/ cleaning/wet mopping of main hall of parking canteen/kitchen/ pantry	16208	Thrice a day and as and when required
(v)	Toilets, latrines, wash-basin and Bath Rooms and passages, etc. attached thereto	3087	Thrice a day and as and when required

\*In case of reduction/enhancement of the area (Sq. Mtr) the payment to the sanitation agency will be made on the actual basis after obtaining measurement from PWD.

## **11. Standard Operating Procedure (SOP)**

Within 7 days of signing of the Agreement, the contractor shall prepare and submit SOP for Housekeeping/Sanitation which will necessarily include:-

1. Activity log of cleaning of different areas.
2. Ways and means of monitoring of standard of cleanliness & frequency of cleaning.
3. Super-checking of the monitoring.

## **12. Up-gradation of SOP**

Once in every month, the Departmental representatives and the Contractor shall meet to review the SOP, consider all instances of service level failure, matter pertaining to cleanliness standard and frequency of cleaning etc and accordingly, the SOP shall be upgraded by the Contractor after incorporating the suggestions of the Department.

## Section 6: Eligibility Conditions

### 1. Eligibility conditions:-

The Bidder should fulfill the following eligibility conditions before submission of the financial bid:-

#### (A) General/Legal Requirements:-

- It should have at least one office located in Delhi.
- It should have valid registration under the PF Act, 1952.
- It should have valid registration under the ESI Act, 1948
- It should have valid registration for Service Tax.
- It should possess the PAN number.
- It should have filed IT returns of last three financial years.
- It should not have been blacklisted over last three years.

The validity of the above said certificates of registrations will be seen with reference to the last date of bid submission schedule. During the period of bid evaluation or the operation of the contract, if any of the above said certificates of registrations become invalid, the contractor will get one month time to get the validity restored from the respective Government Departments/Agencies.

(Note: - The Department at its discretion may seek any clarifications, obtain additional documents in respect of above within maximum 15 days of the bid opening).

#### (B) Financial capabilities:-

The bidder should have over last three years an average annual turnover of not less than **Rs.1.08 crore (Rs. One crore and eight lakh only)** (Note:- it should be calculated by the Department at 30% of the estimated contract value and kept nearest to rupees in lakhs).

( C ) The bidders who meet the general/legal requirements and financial capabilities will be declared successful at pre-qualification stage for further opening of their technical bids.

#### (D) Technical Capabilities:-

The bidder should be providing either sanitation/house-keeping services or security services or any other services requiring manpower deployment to following categories of clients located in Delhi:-

- (i) Delhi/Central Govt. owned Departments/Institutions and/or
- (ii) Public Sector entities and/or,
- (iii) Govt./private sector Children Institution having capacity not less than 50 children.

#### Technical evaluation:

Subject to fulfilling the technical capabilities criteria, as mentioned above, the technical capabilities evaluation of the bidders will be made on the basis of number of clients that the bidder has served at any time in last three years reckoned backward with reference to the last date of bid submission. The evaluation matrix will be as under:-

I. In case of all those clients where the single contract value is not less than 80% of the estimated contract value: One work costing not less than the amount equal to Rs.2,40,00,000/-

- For each client : 15 marks
- Total marks under this category cannot exceed 45 marks

II. In case of all those clients where the contract value is not less than 50% of the estimated contract value: Two work costing not less than the amount equal to Rs.1,50,00,000/- (Each Work)

- For each client : 12 marks
- Total marks under this category cannot exceed 36 marks

III. In case of all those clients where the contract value is not less than 40% of the estimated contract value: Three work costing not less than the amount equal to Rs.1,20,00,000/- (Each Work)

- For each client : 10 marks
- Total marks under this category cannot exceed 30 marks

IV. In all those cases, where the client list is about providing sanitation/housekeeping services, additional 02 marks will be given for each client over and above the evaluation criteria given in (i), (ii) & (iii) above.

(Note: -The Department can seek clarifications on the documents uploaded by the bidder in order to correctly do technical evaluation. It can also accept additional documents in support of clarifications but in no circumstances can accept additional documents which are going to add to the number of clients already submitted with the bid for the purpose of clause (D) above.

2. Only those Bidders who qualify for Technical Capabilities by scoring at least 30 marks as mentioned above will be declared successful for opening of their financial bids.

3. The bids received without EMD of the requisite amount shall be rejected summarily.

#### **4. The evaluation criteria for financial bids:-**

The financial bid will be opened after the bidder's technical bid is qualified. Evaluation of financial bids will be done on the basis of the financial values quoted. Contract will ordinarily be awarded to the lowest 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. If the financial bids of two or more bidders match, then the bidder who scores higher marks in technical bid evaluation will be declared successful. If the technical bid scores also match then the successful bidder will be declared through the lottery system from amongst the L-1 bids in presence of the bidders who wish to be present.

**Pre-qualification Bid Form**  
**(Scanned copy to be uploaded)**

Affix duly attested  
 passport size recent  
 photograph of the authorized person

1. Name of the Department issuing NIT \_\_\_\_\_
- 2 . Name of the Bidding Firm \_\_\_\_\_
3. Constitution of the Bidding Firm (i.e. whether proprietorship, partnership or acompany under the Indian Companies Act 1956) \_\_\_\_\_
4. Name of the office-bearers of Bidding firm \_\_\_\_\_
  - i. Proprietor in case of proprietorship
  - ii. All partners in case of partnership
  - iii. All Directors in case of company
5. Address of the Bidding Firm
  - i. Head Quarter
  - ii. Delhi Office
6. E-mail address of the bidding firm for correspondence \_\_\_\_\_
7. Details of person authorized to bid
  - i. Name & Designation.....
  - ii. Address \_\_\_\_\_
  - ii. Telephone No. \_\_\_\_\_
  - iv. Mobile No. \_\_\_\_\_
  - v. Power of attorney for authorization (to be enclosed with this form)
8. Service Tax Registration No. .... (i) Date of issuance \_\_\_\_\_  
 (ii)Date upto which valid \_\_\_\_\_
9. PAN card Number: .....(i) Date of issuance \_\_\_\_\_
10. Provident Fund Registration No. \_\_\_\_\_ (i) Date of issuance \_\_\_\_\_  
 \_\_\_\_\_ (ii) Date upto which valid \_\_\_\_\_
11. ESI Number \_\_\_\_\_ (i) Date of issuance \_\_\_\_\_ (ii) Date upto which valid \_\_\_\_\_
12. Registration No. & date/year of Certificate of Incorporation of Registration under Indian Companies Act (if applicable) -----

13. Details of EMD :

(a) Amount: Rs \_\_\_\_\_  
(b) Ref. No. \_\_\_\_\_ Date \_\_\_\_\_  
I Name of issuing bank & Branch \_\_\_\_\_

14. Annual Turnover (As per the audited account),

i. 2013-14: -----  
ii. 2014-15 : -----  
iii. 2015-16: -----  
iv. Total turnover of last three years (i.e. sum of (i)+(ii)+(iii) ) : -----  
v. Average annual turnover for last three years: -----  
(i.e. total turnover divided by 3 )

15. Date of filing IT Return:-

(i) Year 2013-14 Date \_\_\_\_\_  
(ii) Year 2014-15 Date \_\_\_\_\_  
(iii) Year 2015-16 Date \_\_\_\_\_

16. Number of personnel on roll : -----

17. Declaration by the bidder:

I/We \_\_\_\_\_ R/o \_\_\_\_\_ am/are authorized to sign & upload the bid documents on behalf of the bidding firm M/s. \_\_\_\_\_. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that our bidding firm has not been blacklisted over last three years. I/we have uploaded the self attested copy of the documents required as per clause 4.1 of the section 2 of the Bid documents. The list of documents which have been uploaded is given hereunder which are all self-attested.

List of documents which have been uploaded herewith are:- (mention complete list)

S.No.	Name of Documents	Number of pages

Signature \_\_\_\_\_

Name of the authorized person \_\_\_\_\_  
(Seal of the bidding Firm)

Note:-

- (1) No column should be left blank.
- (2) In case, there is more than one office in Delhi, then the bidder shall provide addresses of all offices in col.no.5 above.
- (3) In Col.No. 8, 10, 11 pl. also write date upto which it is valid. In case the validity is not restricted then write NOT APPLICABLE.
- (4) EMD shall be deposited physically with the Purchasing Officer before the last date & time of bid submission in a sealed envelope duly super-scribed with the NIT number and its subject. However, scanned copy of the EMD must also be uploaded.

## **Check-list for submitting the documents along with Annexure-I**

- **Power of Attorney in favour of authorized person signing the bid.**
- **Service Tax Registration**
- **PAN Card**
- **EPF Registration**
- **ESI Registration**
- **Registration under Indian Companies Act (if applicable) or partnership Deed**
- **Copy of EMD**
- **Audited Balance Sheet/Income Statement of three years.**
- **Copy of Income-tax return of bidding firm for last three years duly**
- **Acknowledged by the IT Deptt.**
- **Undertaking as per Annexure-VII**
- **TIN number of works contract under DVAT Act, 2004 & others document, if any.**



**Technical Bid Form**

(Scanned copy to be uploaded)

1. Name of the Deptt. Issuing NIT \_\_\_\_\_
2. Name of the Bidding Firm \_\_\_\_\_
3. Detail about the clients to whom contract with not less than Rs.2,88,00000/- (i.e. A = 80% of the estimated contract value rounded to the nearest ten) has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

(i)	Name of client and its complete address	From .....(Date/month/year) to .....(Date/month/year)
(ii)	Total contract value	
(iii)	Period over which the above said contract has been provided	
(iv)	Supporting documents:- (Whether work order and /or agreement copy, give their ref.no. & date also)	
(v)	Ref.no. & date of certificate of satisfactory service*	

(The detail will be submitted in the tabular format as given above in pt.no.3. If there are more clients than one, then, for each of the clients separate tables will be used)

4. Detail about the clients to whom contract with not less than Rs. 1,80,00000 (i.e. B = 50% of the estimated contract value rounded to the nearest ten) has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

(The detail will be submitted in the tabular format as given above in pt.no.3. If there are more number of clients than one, then for each of the entities separate tables will be used)

5. Detail about the clients to whom contract with not less than 1,44,00,000/- (i.e. = 40% of the estimated contract value rounded to the nearest ten) has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

(The detail will be submitted in the tabular format as given above in pt.no.3. If there are more number of clients than one, then for each of the entities separate tables will be used)

Note: - As mentioned in clause 4.2 of the Section: 2, the bidder is required to submit satisfactory service certificate from at least one client in order to get the assigned marks for all the clients. If no satisfactory certificate is submitted then no marks will be given for any of the clients.

Signature \_\_\_\_\_

Name of the Authorized Person \_\_\_\_\_

Office Seal of the Bidding Firm \_\_\_\_\_

**Note: - Upload the required documents along with Annexure-II as per NIT.**

**FINANCIAL BID FOR SANITATION & HOUSE-KEEPING SERVICES**

1. Name of Deptt. Issuing NIT \_\_\_\_\_  
 2. Tender Enquiry No. \_\_\_\_\_  
 3. Name of Bidding Firm \_\_\_\_\_

**(To be filled on-line only Read NIT Carefully)**

Sl No.	Description of work	Unit/Qty/ Area	Frequency / Periodicity	RATE In Figures To be entered by the Bidder for wages in Sl.1 & for material in Sl. 2 to 6, 8,11, 14, 15 for each unit. Rs. Paiza
1	Wages per person per shift (inclusive of all taxes/liabilities except Service Tax)	Per person	Per Shift Per Day	Rs. Paiza.
2	Sweeping in covered area per shift (inclusive of all taxes/ liabilities except Service Tax)	Per Sq.Mtr. Per Shift	Once in a day and as and when required	Rs. Paiza.
3	Scrubbing, wet cleaning offloor, passages and different types of floor area provided in different rooms and stair cases of the building. Per shift (inclusive of all taxes/ liabilities except Service Tax)	Per Sq.Mtr. Per Shift	Once in a day and as and when required.	Rs. Paiza.
4	Sweeping open space like roads, courtyards, garage, parking lots, etc. per shift (inclusive of all taxes/ liabilities except Service Tax)	Per Sq.Mtr. Per Shift	Once in a day and as and when required.	Rs. Paiza.
5	Sweeping/ cleaning/wetmopping of main hall of canteen/kitchen/ pantry per shift (inclusive of all taxes/ liabilities except Service Tax)	Per Sq.Mtr. Per Shift	Thrice a Shift.	Rs. Paiza.
6	Cleaning and sanitation of Toilets, latrines, wash-basin and Bath Rooms and passages, etc. attached thereto per shift (inclusive of	Per 100 items Per day & as and	Thrice a Shift. As and when , required.	Rs. Paiza.

	all taxes/ liabilities except Service Tax)	When required		
<b>7</b>	Cleaning of mirrors, dressing tables, urinal pots and other articles contained in toilets and bath rooms.	Per 100 items Per day & as and when required	Per 100 items Twice in a Shift.	No-separate rate need to be quoted, as it includes in the scope of work.
<b>8</b>	Cleaning of different types of doors/window frames/Glasses fixed to the doors, windows and fixtures	Per 100 items Per day & as and when required	Per 100 items Daily and as and when required.	Rs. Paisa.
<b>9</b>	Cleaning of portable fire extinguishers/Smoke detectors/Fire detectors/Fire detection panel, etc.	Per 100 items Per day & as and when required	Per 100 items Once in a fortnight.	No-separate rate need to be quoted, as it includes in the scope of work.
<b>10</b>	Cleaning of telephone sets and accessories Per 100 items	Per 100 items Per day & as and when required	Daily and as and when required.	No-separate rate need to be quoted, as it includes in the scope of work.
<b>11</b>	Cleaning of computers/ Photocopier machines/other office equipments	As Per Annexure –IV	Per 100 items Daily and as and when required.	Rs. Paisa.
<b>12</b>	Cleaning of Indoor light fittings/ External light Fittings and accessories.	Per 100 items Per day & as and when required	Per 100 items Once in a week and as and when required.	No-separate rate need to be quoted, as it includes in the scope of work.
<b>13</b>	Cleaning of switch Boards/panels/distribution boards/fans/ exhaust fans and accessories	Per 100 items Per day & as and when required	Per 100 items Once in a week and as and when required.	No-separate rate need to be quoted, as it includes in the scope of work.
<b>14</b>	Pest control/Rodent control/ Mosquito control	Per Sq. Mtr. Once in a fortnight and as and when required	Once in a fortnight and as and when required.	Rs. Paisa.

<b>15</b>	Collection, Segregation and disposal of garbage	Per Quintal.	As and when required.	Rs. Paisa.
<b>16</b>	<b>Total of all above.</b>		<b>Total Amount Rs.</b>	Rs. Paisa.
<b>17</b>	<b>Total Amount in Words Rs.</b>			

**Note:-**

1. 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 shall be borne by contractor except service charges. **The rate quoted will be for per square metre per shift.** (As per NIT Annexure-III & IV) If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided by the Department. Bidders are advised that they may provide rate accordingly.

**The contract will be awarded turnkey to one contractor as a whole & not in parts.**

2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.

3. The contract is for **two years**.

4. The area and number of articles shown above is indicative and the actual may vary.

5. The bidders may quote the rates with the cleaning materials of ISI specifications.

6. **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 otherwise make the tender liable for rejection.

**Note:** - Price-Bid must be submitted online only. Price bid shall be opened only those Bidders /Contractors/Vendors who are found eligible after evaluation of Technical Bid. Bidders should upload self attested scan copies at e-tender website of all the Technical Bid documents as well as submit self attested Xerox copies along with EMD (in original) to the office of **Director (Social Welfare)** before closing time of Technical Bid.

**The e-tender Website:** <https://govtprocurement.delhi.gov.in>

## Annexure-IV

Details of area to be swept at regular intervals (in square meters)

S. No.	Name of Home/Institution	No. of Manpower Required
1.	Department of Social Welfare (Head Quarters), GLNS Complex, Delhi Gate	03
2.	HLTB Tahirpur	07
3.	AshaJyoti Home, NirmalChaya, Hari Nagar	06
4.	GSSSBS Kingsway Camp	04
5.	HCGBS Kingsway Camp	03
6.	Old Age Home Bindapur	07
7.	AshaKiran Home, AvantiaRohini	60
8.	MCU (HQ)	01
9.	Asha Deep, Narela	06
10.	HAM (A&D), Lampur	03
	<b>Total</b>	<b>100</b>

### Frequency of cleaning

S.No.	Type of cleaning/sanitation activities/cleaning standard	Area/Portion of the building (Give measured area also in sq.m)	Number of times activity is to be done and at what intervals per day /week/ fortnightetc.
(i)	Sweeping in covered area	28435	Once in a day and as and when required
(ii)	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
(iii)	Sweeping open space like roads, courtyards, garage, lots, etc.	27979	Once in a day and as and when required
(iv)	Sweeping/ cleaning/wet mopping of main hall of of parking canteen/kitchen/ pantry	16208	Thrice a day and as and when required
(v)	Toilets, latrines, wash-basin and Bath Rooms and passages, etc. attached thereto	3087	Thrice a day and as and when required

**\*In case of reduction/enhancement of the area (Sq. Mtr) the payment to the sanitation agency will be made on the actual basis after obtaining measurement from PWD.**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year)  
Between the Lt. Governor, NCT of Delhi through \_\_\_\_\_ (Designation  
of HOD and address of the Department) (hereinafter called "the Department" which expression  
shall, unless excluded by or repugnant to the context be deemed to include his successors in  
office and assigns) of the one part AND \_\_\_\_\_ (Name and address  
of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter  
called "the Contractor" which expression shall, unless excluded by or repugnant to the context,  
be deemed to include his successors, heirs, executors, administrators, representatives and  
assigns) of the other part for providing Sanitation & House-keeping services to the  
\_\_\_\_\_ (Name of 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 Contract conditions and service level of the contract hereinafter referred to as bid documents.
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. General/Special conditions of contract and service level;
  - c. Notice inviting Tender;
  - d. Financial Bid;
  - e. Scope of service;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of 2 years unless terminated earlier as per the contract conditions. This is extendable also for an additional period up to one year maximum and each time extension shall not be for more than six months.

4. The Contractor agrees that in course of providing the requisite services, it will deploy adequate number of personnel required for providing sanitation and housekeeping services of desired standards and they will be the employees of the Contractor for the purpose of this Agreement and not of the department.

5. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and provide the sanitation & housekeeping services w.e.f. \_\_\_\_\_ as per the provisions of this Agreement and the bid documents.

6. The Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs. \_\_\_\_\_ (Rupees ..... (in words) per month. The service tax shall be paid over and above the aforementioned amount which the Contractor shall regularly pay to the Service Tax Department.

7. The Contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include EPF, ESI, Bonus etc as admissible. In case, violation of the prevailing rules/laws in such matters occurs, it shall be the complete responsibility of the Contractor & the Contractor indemnifies the department from any loss or damage that may occur.

**IN WITNESS WHEREOF:** the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the  
Contractor

For and on behalf of the  
Lt. Governor, NCT of Delhi

Authorized Signatory

Authorized Signatory

(Name: )

(Name: )

(Designation )

(Designation: )

Seal of Contractor

Seal of Department

1. Witness \_\_\_\_\_

(From the Department side)

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

2. Witness \_\_\_\_\_

(From the Contractor side)

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

(Note:- The department should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company.

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(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 & House-keeping services at agreed rates (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 Employer 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 \_\_\_\_\_

**(ON A STAMP PAPER of Rs.100/-)  
(to be uploaded on e-tender platform)**

**UNDERTAKING**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Designation of officer issuing NIT)

Name of the Bidding firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date:\_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in bid 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 to abide by the said terms and conditions.

3. I/We agree to abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, 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 minimum 10% of the Sanitation & House-keeping personnel who will be female.

5. I/We shall pay the Service Tax (as applicable) to the Government.

6. I/We do hereby undertake to provide required services to the Department. Our 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.

7. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, the Department may take necessary action against us as deemed fit under the provision of law.

Signature\_\_\_\_\_

(Name of the Authorized person)

Name and Address of the Bidding Firm\_\_\_\_\_

Telephone No. \_\_\_\_\_

Date\_\_\_\_\_

Seal of the Bidding Firm

e-Tender website <http://govtprocurement.delhi.gov.in>

**Check-list (Online submit e-tender website) :-**

- 1. EMD Scan Copy**
- 2. Annexure-I with all relevant documents as per NIT**
- 3. Annexure-II with all relevant documents as per NIT and others documentif any.**

**Check-list (Physical Submit must)**

- 1. EMD in Original**

**On line document submission must not exceed 5 MB in size.**