

No.Q/HCD/474/01/2016

Dated: 13th February 2018

**TENDER FOR PROVIDING HOUSEKEEPING SERVICES AT MEA HOUSING COMPLEX, PLOT NO. 01,
SECTOR-02, DWARKA, NEW DELHI-110075.**



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SECTION-1

No. Q/HCD/474/01/2016

Dated: 13th February 2018

NOTICE INVITING E-TENDER

Subject: PROVIDING HOUSEKEEPING SERVICES AT MEA HOUSING COMPLEX, PLOT No. 01,
SECTOR-2, DWARKA, NEW DELHI-110075

On behalf of President of India, The Ministry of External Affairs invites online bids under TWO BID SYSTEM for providing HOUSEKEEPING SERVICES at MEA Housing Complex, Plot No. 01, Sector-2, Dwarka, New Delhi-110075 from the eligible entities/companies as per details given in the tender documents.

Tender No.	Dated:
Important Dates	
Date of Publishing	13.02.2018
Bid Document Download Start Date	13.02.2018
Clarification Start Date	13.02.2018
Clarification End Date	21.02.2018
Pre-bid meeting	26.02.2018
Bid Submission Start Date (online)	13.02.2018
Bid Submission End Date (online)	08.03.2018 at 1400 hrs
Date of Technical Bid Opening Date (online)	09.03.2018
EMD to be submitted in the form of Demand Draft in favour of "Pay and Account Officer, Ministry of External Affairs, New Delhi" by 1400 hrs on 05.03.2018 to the office of the undersigned.	

2. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>.

3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority of the Ministry shall be final and binding.

(Bibhuti Nath Pandey)
Administrative Officer (HCD)
Ministry of External Affairs
Housing Complex-Dwarka
Plot No.01, Sector-2, Dwarka,
New Delhi-110075
Tel: 011-25085310

SECTION-2

(ON NON-JUDICIAL STAMP PAPER OF Rs.10/-)

AFFIDAVIT

I/We Partner(s)/Legal
Attorney/Proprietor(s)/Accredited Representative(s) of M/s
..... solemnly declare that:

2. I/We am/are submitting tender for Housekeeping Services against Tender Notice No. _____ dated _____.
3. I/We or our partners do not have any relative working in MEA Housing Complex-Dwarka (HCD) or any other offices of Ministry of External Affairs, New Delhi.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the last date fixed for the bid submission in accordance with the bidding documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
6. If my/our bid is accepted, I/we commit to submit a Performance Guarantee in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, MEA may cancel my/our tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including earnest money (EMD) and blacklisting of my/our firm/company and all partners of the firm/company, etc.
9. I/We also declare that the Government of India or any other Government body has not issued any show-cause notice to us or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or for any failure/lapses of serious nature by us.
10. The workers provided by us would not have any employer-employee relation with the Ministry of External Affairs and thereby they shall not claim any regularization of their services or enhancement in their wages from Ministry. Compliance of all prevalent labour laws/regulations, including minimum wages as revised from time to time by the Government, shall be my/our responsibility.
11. We will deploy only well trained and police verified workers on the job site.
12. We have modern equipment, latest technical expertise and sufficient manpower for the subject work.
13. We will use branded material only with quality as per the satisfaction of the client.
14. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that HCD is not bound to accept highest ranked bid/lowest bid or any other bid that HCD may receive.

(Signature of the Tender with Seal)

Seal of Notary

Date:

3.1 BRIEF SCOPE OF WORK

➤ Housekeeping

- Sweeping/moping/dusting/Vacuum cleaning/cleaning of common areas, toilets, lobbies, staircase, verandahs, lifts, fittings and fixtures, Compound Wall, Terrace, MP Hall, open/covered parking, entrance and exit areas and any other place within the premises as directed by the competent authorities from time to time, including removal of waste material and discarded furniture. Besides common areas, 15 furnished transit flats and 03 flats used as offices also need to be cleaned as specified above. The cleaners should be provided with proper working Uniforms to be worn during the entire working time.
- Daily removal of garbage/waste paper/packing material from each block and other places and disposal of the same to the MCD designated places outside the Complex. Cleaning should be done in weekends/holidays, too, if required.
- Lobbies and staircases to be cleaned twice a day.
- Corridors to be mopped twice a day.
- Toilets to be cleaned once in the morning and then after every two hours in the day. Cleaning/clearing of Staircases and removal of discarded furniture; shifting of furniture in rooms whenever required.
- Glass panes of rooms of HCD's office to be cleaned twice a week.
- Brass polishing of sign boards/brass planters and railing of staircase to be done once a week.
- Cleaning of pantry of HCD's office twice a day.
- Daily collection and removal of all garbage and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin. Garbage trolley/ Garbage pail shall be provided by the Bidder.
- The company would provide 12 cleaning staff plus 01 supervisor who will work as per following schedule for six days a week:

12 cleaning staff + 01 supervisor from 0830 hrs to 1700 hrs

- Bids should be for cleaning services on all days from Monday to Saturday including holidays with all required material and machinery. Bids should include cost of cleaning material including garbage bags, toilet roll, C-fold paper, multifold paper, liquid soap, air freshener, brasso, insect killer, naphthalene balls/urinal cubes etc. No extra remuneration would be paid to the agency for working on Sundays/Holidays (if required). The company will claim wages in accordance with the applicable Government of India/Government of NCT of Delhi office orders, issued from time to time.

➤ Drainage & Water System

- It will be the responsibility of the contractor to **clean the drains on a regular basis.**
- The final authority to increase the number of items, mentioned above rests with Ministry of External Affairs. Service Provider needs to render the upkeep and maintenance services in respect of these increased number of items.

Suggested Workforce: 12 [Cleaning staff] + 01 [Supervisor]

3.2 DETAILED SCOPE OF WORK (TECHNICAL SERVICES)

➤ Housekeeping Services

Housekeeping services provided by Housekeeping Service Provider (HKSP) are of a comprehensive nature, i.e. to provide staff and material for cleaning and upkeep of common areas in the premises. The standard approach is to ensure both visual and hygienic cleaning of the premises at all times which is carried out on a daily basis and to deploy trained, experienced, uniformed and polite housekeeping staff along with proper supervision and control. **All material & appropriate machines for housekeeping services shall be provided by the service provider. Only 'A' Grade cleaning material is to be used. A list of machines/equipments as well as a list of cleaning material along with the monthly charges thereon shall be provided by HKSP.**

➤ Garbage Collection

The service provider shall collect garbage from each trash bin of every nine buildings at least twice a day. The entire collected garbage should be periodically disposed off in accordance with the regulations of New Delhi Municipal Council. No garbage shall be allowed to be accumulated in the complex. Elevators will not be locked off or held on any floors to remove trash or equipment, only stair case will be used. The waste collected shall be segregated & collected in different colour bags for organic & inorganic waste & dumped to the dumping point by the house keeping boys. The waste from the dumping point shall be collected by the service provider who shall pick up the waste and dispose it off to the corporation disposal point.

- No burning of waste materials shall be permitted in the premises.

SECTION-4

4.1 MINIMUM ELIGIBILITY CRITERIA

On behalf of the President of India, Ministry of External Affairs invites Tenders under Two Bid System (Technical and Financial Bid) from service providers who fulfill the qualifying criteria as listed below (but not necessarily in order of priority):

- (1) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity in the form of a Limited Company/Private Limited Company/Proprietorship/Partnership firm registered under the Company's Act, 1956 or registered with the other appropriate authorities for the purpose. Bidding in the form of JV/Consortium is not permitted.
- (2) **Existence:** The Bidder must be in existence for a minimum period of 5 years as on 31/3/2017 from the date of registration under the appropriate Act. The bidder shall provide a copy of the registration certificate.
- (3) **Licenses/Registrations:** The Bidder must be registered with the Income Tax Deptt., GST, Employees Provident Fund Organization, Employees State Insurance Corporation and also registered under the Labour Laws/Rules.
- (4) **Experience:** The Bidder must have successfully completed one work of same nature (Housekeeping Services) of a value of Rs.24 Lakh OR two works of same nature of Rs.15 Lakh each OR three works of same nature of value of Rs.12 Lakh each in the Central/State Government Departments/Ministries/Organization of the Govt. of India/ State Govt./PSUs/Residential Complexes of Government and reputed Private Organisations during the last three financial years ending 31st March 2017.
- (5) **Financial Status:** The Bidder should have an annual turnover of Rs. 30.00 Lakh during each of the three financial years ending 31st March 2017, i.e., for 2014-15, 2015-16 & 2016-17.

Exemption: The eligibility criteria related to turnover and prior experience [as mentioned in points 4 and 5 of 4.1 above] has been relaxed for all Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.
- (6) The weightage may be given to the agency having its presence in multiple locations in Delhi, NCR regions.
- (7) The employees of the bidder deployed at MEA Housing Complex, Dwarka, New Delhi should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Government of India/Government of NCT of Delhi. This will include payment of minimum wages, EPF (Employee Provident Fund)/ESI (Employee State Insurance) & Bonus. Providing other benefits like leave, Labour Welfare Fund, cost of uniform etc. to bidder's each employee will solely be the liability of the bidder only.

4.2 Documents supporting the Minimum Eligibility Criteria:

- (1) In proof of having fully adhered to the minimum eligibility Criteria at Sl. Nos. 1&2 of 4.1 above, attested copies of certificates of incorporation and Memorandum of Article of Association issued by the registrar of Companies shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.
- (2) In proof of having fully adhered to the minimum eligibility Criteria at Sl. No. 3 of 4.1 above, attested copies of the following shall be submitted:
 - PAN
 - TAN
 - EPFO
 - ESIC
 - GST

Attested copies of these documents to be uploaded with Technical Bid. All the licenses/registrations must be in the name of bidder. Copies to be attached with bidding document.

- (3) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 4 of 4.1 above, attested copies of Satisfactory Work Completion Certificates (describing the nature and items of works completed) issued by the client Central/State Government Departments/Ministries/Organization of the Govt. of India/ State Govt./PSUs/Residential Complexes of Government and reputed Private Organisations, mentioning clearly the period during which services were provided along with annual/monthly value of the contract, shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.
- (4) In proof of having fully adhered to the minimum eligibility criteria at Sl. No. 5 of 4.1 above, attested copies of the income tax return and audited balance sheets for complete three financial years i.e., for 2014-15, 2015-16 & 2016-17 [P&L A/c & Balance Sheet for 03 years] shall be accepted. Attested copies of these documents to be uploaded with Technical Bid. The entity should not have incurred loss during the last three financial years and should have a positive net worth.
- (5) The following documents may also be attached with technical bid:
 - I. Power of Attorney/ Authorisation – firm’s authorising representative to bid on their behalf and sign all the bid documents.
 - II. Company’s profile.
 - III. Signed bid document (on all pages)

- (6) **Tender Fee:** There will be no Tender Fee charged for the tender documents downloaded by the bidders.

- (7) **The Earnest Money Deposit (EMD) of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of Demand Draft in favour of “Pay and Account Officer, Ministry of External Affairs, New Delhi” payable at New Delhi is required to be submitted in a sealed envelope superscribed “Tender for providing Housekeeping Services 2018”, on or before the closing date and time of e-submission of online bids i.e. by 1400 hrs on 08.03.2018 to the Administrative Officer (Housing Complex-Dwarka), Ministry of External Affairs, Housing complex, Plot No.1, Sector 2, Dwarka, New Delhi -110075 failing which the bids will not be considered.**

Exemption: Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.

- 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.
- The EMD of the successful Bidder shall be returned on receipt of Performance Security @ 10% of the annual contract value.
- EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- In case of a successful bidder, if the selected bidder fails to sign the agreement in time or fails to furnish performance guarantee @ 10% of the annual contract amount, the EMD shall be forfeited.
- Furnishing of any wrong information shall lead to forfeiture of EMD.

SECTION-5

5.1 VALIDATION OF CONTRACT

The contract, if awarded, shall be initially valid for a period of ONE YEAR (01 year) from the date of award. The contract may be extended for further period of 02 years [maximum tenure 03 years from day one of initial contract] on same terms and conditions and same rates, on year to year basis subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

5.2 PERFORMANCE GUARANTEE/SECURITY

The successful bidder has to deposit performance security deposit (PSD), which will be a sum equivalent to 10% of the accepted annual contract value in favour of **“Pay and Accounts Officer, Ministry of External Affairs”, New Delhi** in form of Fixed Deposit Receipt (FDR) made in the name of the Agency to the **“Pay and Accounts Officer, Ministry of External Affairs”, New Delhi** at the time of the acceptance of the LoA. The PSD shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD have to be accordingly renewed by the successful bidder before such further extension of contract. No interest shall be paid on the PSD.

5.3 Forfeiture Of Performance Guarantee

➤ **The guarantee amount in full or part may be forfeited in the following cases:-**

- When the terms & conditions of the contract are breached.
- When the Service Provider fails to comply with minimum service levels agreed upon.
- Failure of the Service Provider to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Service Guarantee.
- Notice of reasonable time of 15 days will be given by MEA in case of forfeiture of security deposit.

5.4 COMMERCIAL TERMS & INSTRUCTIONS

➤ Duration of contract

We intend to enter into contract initially for one year for the Housekeeping services, subject to terms of cancellation / termination / extension.

➤ Tender Submittal

Financial bid to be submitted as per the Price Bid template of Annexure II under Section-10 and all the information should be filled in at the appropriate places.

➤ Prices

The prices submitted shall be firm for the entire contract period of one year. Offer should be made with a single quote. In case of increase in statutory compliance, the rates shall be revised and will be absorbed by MEA.

➤ Terms of payment

HKSP payments shall be made monthly for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The HKSP shall submit correct invoices in terms of quantity and commercial aspects within 10 days of the succeeding month and payments shall be released by MEA within 30 days of submission of commercially acceptable invoices.

➤ General Conditions

- The HKSP shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy of the Government.
- The HKSP shall recruit, hire, train, supervise and direct employees working in the Services operation. The HKSP is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the HKSP.
- The HKSP shall assign personnel of appropriate qualification and experience to perform and fulfill its obligations under this Tender. The HKSP shall take commercially reasonable steps to ensure that staff members performing Services under this Tender are qualified and suitable to perform such Services. The HKSP is obliged to replace, without unreasonable delay and at no cost to MEA, any personnel whom MEA considers lacking the necessary competence or with whom MEA finds it difficult to collaborate.
- The HKSP will have to ensure compliance with all labour laws / regulations before a contract can be signed. This will include obtaining appropriate license, PF/ESI (Employees' State Insurance) registration, staff employment letters etc. The HKSP will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices. The HKSP will ensure that the total number of staff deployed at any site is agreed by MEA beforehand and this number is not changed without mutual contract in writing.
- The HKSP shall ensure that all employees assigned by them to perform the Services are employees of the service provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between MEA and HKSP's personnel.
- The HKSP must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.
- All HKSP workmen should be provided with a **uniform** and shall work within the MEA premises in their prescribed uniform.
- The housekeeping standards employed by HKSP must be good in all respects.
- The HKSP must leave work areas in a clean, tidy and safe condition at the end of each working period.

- The HKSP must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.
- The HKSP should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs. All workmen of the HKSP must have valid identifications cards issued by the HKSP to be displayed at all times during duty hours.
- HKSP will furnish sworn affidavits from workers engaged to work at MEA HCD clearly stating that they would not claim any regularization of their services or enhancement in their wages. Payment and other allowance admissible to the cleaners would be the responsibility of HKSP as per wages prescribed by Delhi Govt.
- HKSP will have satisfactory records to ensure that the personnel deployed will not have any police records/criminal cases and they are medically fit.
- Cleaners provided by HKSP should be polite, cordial and efficient in the work and should be above the age of Eighteen years.
- The HKSP would indemnify the Ministry against any compensation/claim and damages etc. due to accident or injury to its cleaners or Death due to accident or otherwise which may arise out of and during the cleaners' duties. The MEA would not be liable to pay any damages or compensation to such cleaners or to Third Party.
- If on any day the number of persons (daily cleaners) are found to be less than required number without intimation and approval of client, then the fine of Rs.3000/- (Rupees Three Thousand only) every time will be levied on the Service Provider. The said amount shall be deducted from the monthly invoice of the HKSP.

SECTION-6

6.1 GENERAL INSTRUCTIONS

- Issuance of this Tender, preparation and submission of a response and the subsequent receipt and evaluation of response by MEA authority does not commit MEA to award a contract to any bidder, even if all requirements stated are met.
- Mere submission of information does not entitle the bidder to meet an eligibility criterion. MEA reserves the right to vet and verify any or all information submitted by the bidder.
- If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by MEA, is found to be incorrect or misinterpretation of facts, then the bid will be liable for rejection and forfeiture of EMD.
- After the selection, the successful bidder must be able to commence the service within 7 days after the award of Letter of Intent.
- All rates and lump-sum amounts, if any, shall be firm throughout the duration of the contract and no deviations shall be entertained by MEA in this context.
- The bidders shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. No over timings shall be allowed to the staff members.
- Should any new areas of work not envisaged as being part of this Tender document are added, the prices for the new areas of works shall be mutually agreed upon between the MEA and the bidders based on the actual rate analysis or as per the prevailing rates as agreed in this Tender document.
- MEA shall provide an office space free of cost to the Housekeeping Service Provider only for enabling him to render the services effectively to the MEA.
- The authority will make all payments to the Service Provider for the services rendered satisfactorily on monthly basis in accordance to relevant clauses or conditions of contract.
- Additional staff required other than specified shall be obtained on pro-rata basis.
- The bidder would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the service provider in the MEA premises, as stated above in the eligibility criteria.
- **MEA reserves the right to remove any person found unfit.**
- Any wrong or misleading information will lead to disqualification of the bid and forfeiture of EMD.
- The Ministry of External Affairs reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. **The decision of the Ministry of External Affairs in this regard shall be final and binding on all.**

➤ **Place of Work and Site visits**

Intending bidders shall visit the site as per schedules indicated by MEA and shall get themselves thoroughly acquainted with the local site condition.

➤ **Validity of the Proposal**

Bids shall be valid for a period of 120 days from the last date fixed for the bid submission.

➤ **Modification and withdrawals**

No documents may be modified after submission. In case of any corrections the bidder may write the corrections and send the same and it is at the discretion of the tender inviting authority to accept the same or reject it, and no changes shall be accepted once the bids are opened. **In the case of withdrawal, the bidder may lose his Earnest Money Deposit and may also be blacklisted.**

➤ **Taxes and Duties**

The bidder must include in their bids all duties, royalties and sales/GST or any other taxes as applicable. The tender inviting authority will entertain no extra claim on this account at any stage of execution of work. In case of any variations in the taxes (i.e., GST or any other tax levied by the Government of India/Government of NCT from time to time), the same shall be charged to MEA after producing the government notification.

➤ **Employees**

The contractors must employ qualified/competent and police verified personnel on site for the execution of the agreed tasks. The contractors shall comply with the provisions of all applicable labour legislations but not limited to the following Acts:

- Minimum Wages as per Delhi Government Notification
- Employer Liability Act including ESIC, EPF Acts
- Workmen Compensation Act
- Industrial Disputes Act
- Child Labour Act (Regulation and abolition)
- Contract Labour Act (Regulation & Abolition)
- Apprentices Act

➤ **Execution Method**

The successful bidders shall get the following documents approved by the MEA Management for effective performance of tasks:

- Standard Operation Procedures for Housekeeping Services at the time of commencement of work.
- Monthly Maintenance Schedules

SECTION-7

7.1 FORCE MAJEURE:

- Notwithstanding the provisions of contract, the House Keeping Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For Purposes of this clause, "Force Majeure" means an event beyond the control of the HKSP and not involving the HKSP's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the MEA either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the HKSP shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the MEA in writing, the HKSP shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.
- The MEA may terminate this contract, by giving a written notice of minimum 60 days to the HKSP being unable to perform a particular portion of the services for a period of more than 60 days.

7.2 TERMINATION OF CONTRACT

The MEA may, by written notice sent to the HKSP, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the MEA convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- **The HKSP shall pay the expenses of stamp duty for execution of agreement.**
- If the HKSP imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the Letter of Acceptance of tender issued by the MEA Officer.
- The Tendering Authority (MEA) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which HKSP has bid.
- Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected & shall not be considered.

7.3 SPECIAL CONDITIONS

- The HKSP shall be deemed to have visited the site(s) and made themselves familiar with the working conditions whether they actually inspect the site(s) or not.
- The HKSP or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Government of India/Government of NCT of Delhi for application in NCR area.
- The fair wage will be deemed to be the same as the minimum wages payable.
- **Payment of other admissible benefits, if any, like leave, labour welfare fund, cost of uniform etc. to the employees deputed at MEA, Housing Complex, Dwarka, New Delhi, will solely be the liability of the bidding company, and not that of the Ministry of External Affairs.**
- The tender shall remain open for acceptance for a period of **120 days from the last date of submission.**
- The HKSP shall employ as its representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. **It shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work.**

7.4 GST, Octroi, sales tax and other duties:

- The HKSP's rates shall be deemed to include all Duties, such as GST, Octroi, Sales Tax, Excise, VAT (Value Added Tax), labour cess etc. as applicable. Liability, if any, of ECHS (Ex-servicemen Contributory Health Scheme), Provident Fund and other statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

7.5 CODE OF CONDUCT AND PENALTY FOR NON-PERFORMANCE

- The HKSP or an experienced supervisor engaged by the HKSP shall personally visit the job site daily and ensure the proper cleaning/assigned work at the premises.
- The number of workers as agreed upon for work at the complex shall be available for work as per agreed schedule. **If the number of the employees falls short of the agreement, proportionate wages shall be deducted from the bill for the respective month.**
- **If any of the assigned work is not found satisfactory, an amount of Rupees ten thousand will be deducted for every major deficiency from the bill for the respective month.** The decision of **Joint Secretary (Establishment)** will be final in this respect.
- Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building.
- HKSP shall provide and maintain all site documents, SOPs, Checklists, Trackers as per engineering best practice for safe and economical running of services. Draft SOPs, Check Lists, PPM (Planned Preventive Maintenance) Schedules shall be forwarded to MEA for approval before they are placed at site for application within 7 days of acceptance of LOI (Letter of Intent).
- If in case, the MEA decides to extend the contract after one year, it will solely be based on the basis of the services provided by the company during the course of contract of 1 year.
- **All workers and staff employed by the company shall be employee of the company and will not have any claim of any nature on MEA. Any dispute arising between employer and company will be responsibility of the company and company only.**

7.6 STATUTORY COMPLIANCE

The HKSP would need to ensure that the all the statutory requirements for performing the Housekeeping Services of the Housing Complex-Dwarka are in force and adhered to. These may include (but not limited to):

- Contract labour
- Pollution control board
- Electrical Inspectorate
- Any other aspect of occupying buildings and managing outsourced/vendor employees.

SECTION-8

8.1 INSTRUCTIONS TO SUBMISSION ONLINE BIDS:

- (a) The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> . **Manual bids will not be accepted under any circumstances.**
- (b) All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> . Original Demand Draft towards EMD shall be submitted on or before closing date of tender submission. Complete set of documents uploaded shall be submitted within 03 working days after the bid submission date.
- (c) Bids submitted online without required documents will be summarily rejected.
- (d) Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- (e) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.
- (f) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.
- (g) **The online bids (complete in all respect) must be uploaded online in Two Covers (Cover-I: Technical Bid and Cover-II: Financial Bid) as per Annexure-I and Annexure-II respectively in PDF format.**

SECTION-9

(TECHNICAL BID)

ANNEXURE-I

TECHNICAL BID

TENDER NOTICE NO. _____ dated _____

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
S. No.	Document	File Type
1	Contact Details Form (Form-I)	.pdf
2	EMD of Rs.1,50,000/- (Scanned copy)	.pdf
3	Scanned copy of Affidavit	.pdf
4	Certified copies of Registration and Incorporation particulars of Company	.pdf
5	Certified copies (i) PAN, (ii) GST, (iii) TAN, (iv) Labour Registration, (v) EPFO Registration, (vi) ESIC Registration	.pdf
6	Certified copies of last three financial years returns ending 31.03.2017 from Income Tax Department.	.pdf
7	Proof of Minimum experience of at least successfully completed one work of similar nature (Housekeeping Services) with yearly tender value of not less than Rs.24 Lakh or two works of similar nature with yearly tender value of each work not less than Rs.15 Lakh or three works of same nature of value of Rs.12 Lakh each in the Central/State Government Departments/ Ministries/ Organization of the Govt. of India/ State Govt./PSUs and reputed Private Organisations during the last three financial years	.pdf
8	Attested copies of Audited Balance Sheets for the completed three Financial Years i.e. for 2014-15, 2015-16 and 2016-17 [P&L A/c must also be attached for 03 years].	.pdf
9	Financial Capacity form (Form-A) duly certified by Company's/Firm's Auditor	.pdf
10	Power of Attorney/ Authorisation for signing the bid documents.	.pdf

Signature of the Authorised
Signatory of the Bidder with
Seal of the firm/company

Name: _____

Mob. No. _____

Date: _____

SECTION-10

ANNEXURE-II

Format of Financial Bid

S. No.		Housekeeper (A)		Supervisor (B)	
	Category	Un-skilled		Skilled	
1	Basic Wages				
2	EPF				
3	ESI				
4	Bonus				
5	Uniform Charges				
6	Total per worker (1+2+3+4+5)				
7	Manpower for each category				
8	Total Wages for each category (6X7)				
9	Total Wages for both category (8A+8B)	8 (A)		8 (B)	
10	Any other charges				
11	Management Fee				
12	Sub-total of 9+10+11				
13	GST on 12				
14	Material Charges per month				
15	Total Monthly Amount 12+13+14				

* Wages should not be less than the Minimum Wages prescribed under the notification issued by Delhi Government. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of Minimum Wages as per Delhi Government's rate shall be incorporated in the rates as and when applicable. **Bids not complying with Minimum Wages will be rejected straightaway.**

**To be quoted in amount only, not in percentage. Bids having NIL Management Fees will be rejected.

***Payment will be made after deducting the applicable TDS.

Signature of the authorized signatory of the Tenderer with
seal of the firm/company

Name: _____

Mobile No. _____

Date: _____

SECTION-11

ANNEXURE-III

RELEASE OF PERFORMANCE/SERVICE GUARANTEE FORMAT

The Performance/Service guarantee will be returned after successful completion of contract period provided there is no claim for liquidated damages from MEA side.

Performance / Service Guarantee Format

To: _____ (Name of the authority –MEA)

WHEREAS..... (Name of the Service Provider) herein called "the Bidder" has undertaken, in pursuance of Contract Nodated, to provide a complete Housekeeping Services including the services like..... (Description of all Services to be rendered by the Service Provider) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Housekeeping Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee. THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of (Amount of the Guarantee in Words and Figures 10% of annual invoice) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....day of.....20___ and may be invoked during its validity.

Signature and Seal of Guarantors

Date.....20.....

Address _____

SECTION-12

12.1 INFORMATION REGARDING FINANCIAL CONDITION, EXPERIENCE AND CLIENTELE

- Please provide copies of your company's audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phone numbers for three (3) companies with which you have entered into facilities/ property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
- Who are your bankers? What is the credit limit you enjoy with various banks?

FORM 'A'

FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

2014-15

2015-16

2016-17

Gross Annual turnover on Housekeeping works. Profit/Loss.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

.....

12.2 GENERAL CONDITIONS

- Tender forms shall be filled in ink or typed. No tender filled in pencil will be considered. **The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender and upload the same with the bidding document in Cover-II.**
- If any dispute arises out of the **Terms and Conditions of Tender** contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.
- Income Tax may be deducted at source as per rules.

12.3 CHANGE ORDERS

This Agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Bidder and MEA.

12.4 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The MEA reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the MEA action.

12.5 SITE VISITS

The bidders shall visit the work place, understand the scope of work thoroughly (even if it is not mentioned in this Tender) and quote for the Housekeeping Services accordingly. The bidder shall in coordination with Administrative Officer, MEA Housing Complex-Dwarka, visit the site before _____.2018 between _____ hrs to _____ hrs (Official Ph:011-25085310).

12.6 NOTIFICATION OF AWARD/LETTER OF INTENT/LETTER OF ACCEPTANCE

Prior to the expiration of the period of the bid validity, MEA will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract. Upon the successful bidder's furnishing of performance security, MEA will notify each unsuccessful bidder and will discharge its EMD.

SECTION-13**13.1 BIDDER'S DESCRIPTION FORMAT SUMMARY**

Name of the Bidding Firm	
Name of the Authorized Signatory	
E Mail ID	
Telephone No.	
FAX No.	
Year of Incorporation	
Registration No.	
GST Registration No.	
Registered Office & Address	
Branch offices if any	
Total turnover in the latest financial year	
Total Staff strength	
Total Technical staff percentage	

➤ **Bidder Information** - More detailed information on the following aspect may be given in typed form.

Business Background

- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in India, by various locations.

Claims and Suits (Explain any "yes" answers)

- Has your firm, its subsidiaries or its parent companies, ever filed for Bankruptcy?
- Has your firm ever failed to complete work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

13.2 GEOGRAPHIC CAPABILITY

Please provide a listing of your offices in India (with contact information, phone & fax numbers, e-mail etc.) and a listing of the areas in which your company has performed Housekeeping Services.

SECTION-14

CHECKLIST

- 1. Online Tender**
- 2. Two bid system**
- 3. EMD**
- 4. Duly filled Affidavit**
- 5. For Legally Valid Entity**
 - In the form of a Limited Company, Private Limited Company, Proprietorship and Partnership firm.
 - Registered under the Companies Act, 1956.
 - Registrar of companies or other appropriate authorities.
 - Bidding in the form of JV/Consortium is not permitted.
 - Article of Memorandum
- 6. Existence:**
 - Company Registration
 - ESI
 - EPF
- 7. Annual turnover**
 - Audited Balance Sheet (last three years)
 - Audited Profit and Loss Account (last three years)
 - Income Tax returns (last three years)
- 8. Licenses:**
 - GST
 - PAN
 - TAN
 - ESI
 - EPF
 - Labour Department
- 9. Experience**
- 10. List of Consumables/Materials and list of Machines/Equipments.**
- 11. List of key clients**

This agreement has been executed at Delhi on this ____ day of _____ 2018 between the President of India acting through the Under Secretary (Housing) Ministry of External Affairs, Government of India (herein after referred to as “Ministry”) _____ and _____

Terms & Conditions

1. The work involves sweeping, moping, vacuum cleaning and dusting of all the common areas at MEA Housing Complex-Dwarka, consisting of Open/Parking areas, Lobbies, Verandahs, Staircases, Compound Wall, Terrace, Toilets, Fixtures & Fittings, Lifts, Multi-Purpose Hall and any other places directed by the competent authorities. Besides the common areas, furnished transit flats and three flats used as offices need to be cleaned as specified above. Also, residential flats need to be cleaned whenever it is allotted or vacated by the occupant.
2. Daily removal of garbage from each block and other places and its disposal to the MCD designated places.
3. The service provider will provide twelve cleaners plus one supervisor to carry out the job to the satisfaction of the Ministry, who will work six days in a week viz: Monday to Saturday as per the following details:
 - a. 12 workers/cleaners from 0830 to 1700 hrs
 - b. 01 Supervisor from 0830 to 1700 hrs
4. The Service Provider will provide proper uniforms to the cleaners to be worn during the entire working time.
5. The Service Provider will furnish sworn affidavits from the workers to be engaged by him at MEA Housing Complex-Dwarka stating clearly that “they have understood the fact that they are engaged by the SP and have no employee-employer relationship with MEA. Therefore, they will not have any claim for regularization of their services in MEA”. The payment of salaries and allowances to the cleaners would be the responsibility of the Service Provider as per wages prescribed by the Government of India/Government of NCT of Delhi from time to time.
6. The cleaners provided by Service Provider will be Police verified, having no Police records/criminal cases against them. The Service Provider will ensure that the persons deployed are medically fit and will keep record of the Medical Fitness. The Service Provider will withdraw such employees who are not found suitable by the Ministry for any reasons immediately on receipt of such request from Ministry.

7. The cleaners should be on Permanent Roll of the company and the Service Provider will ensure that there are no frequent changes of cleaners.
8. Cleaners provided by the Service Provider should be polite, cordial, positive and efficient in their work & should be above the age of 18 years. The Service Provider will ensure proper conduct of cleaners in office premises & enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
9. The contract amount i.e., Rs. _____/- (Rupees _____) per month includes taxes & cost of cleaning material. No request for increase in the contract money will be entertained during the period of the contract. However, the increase in minimum wages shall be absorbed by the Ministry, in consonance with the Minimum Wages Act. The contract shall be valid for a period of One Year (01 year) from __ _____ **2018 (the date of signing)** till __ _____ **2019** subject to the satisfactory performance by the SP. The contract may be extended on year to year basis for a further period of 02 years [maximum tenure 03 years from date of signing the contract] on same rates and same terms and conditions, subject to satisfactory services provided by the vendor and approval by the competent authority in the Ministry. MEA will have the right to review or cancel the contract at any stage of execution with 30 days of advance notice to the SP to this effect. In case of breach of contract or in the event of not fulfilling the minimum/statutory requirements, the Ministry shall have the right to terminate the contract any time forthwith beside forfeiting the Performance Security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Ministry.
10. The Service Provider shall furnish certified statements of depositing EPF, ESI and GST with the respective Government Agencies in respect of cleaners deployed at MEA Housing Complex-Dwarka, failing which appropriate action may be taken by the Ministry.
11. Before the start of the Contract, the Service Provider shall furnish the name and addresses of the cleaners to be deployed.
12. An amount of Rs. _____/- has to be submitted at the time of the acceptance of the LoA as Performance Security. It should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the SP. The Performance Security would be refundable only after successful completion of the contract. In case the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP, before any such extension.

13. If any cleaner is absent on a given day, the Service Provider will provide the substitute for him, otherwise proportionate deductions will be made from the monthly payment.
14. The Ministry reserves its right to cancel/revoke the contract after giving one month's notice if services are not found satisfactory.
15. The Service Provider is responsible for all statutory compliance in respect of Provident Fund, ESI, Bonus and Minimum wages under the Labour Act or any other Act enforced from time to time by the Government of India/Government of the National Territory of Delhi.
16. In case the Service Provider fails in adhering to the Daily Cleaning requirement of the Complex & the Ministry has to make alternative arrangement for Daily Cleaning, the Service Provider shall reimburse the cost of such arrangements.
17. The Service Provider shall be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its cleaners deployed at the MEA Housing Complex-Dwarka. The Service Provider would indemnify the Ministry against any compensation/claim & damages etc. due to accident or injury to its cleaners or Death due to accident or otherwise, which may arise out of and during the cleaners duties. The Ministry would not be liable to pay any damages or compensation to such cleaners or to Third Party.
18. In case of any complaint, either as regards the nature of service or as regards the behaviour of cleaners on duty or otherwise, the Service Provider would be intimated and is expected to take corrective measures promptly.
19. The Service Provider would put up its Bills for the agreed amount every month for rendering of cleaning services at MEA Housing Complex-Dwarka on the last working day of the month for payment.
20. No advance payment will be made. Payment will be made after satisfactory completion of work.
21. If a dispute arises in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The number of Arbitrator shall be one (sole arbitrator). The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rule, 1996. The place of Arbitration shall be Delhi.

22. If on any day the number of persons (daily cleaners) found to be less than as per the agreement, then a fine of Rs. 3000/- per day will be levied on the Service Provider. The said amount shall be deducted from the monthly bill of the Service Provider apart from proportionate deduction as per clause 13.

Entire Agreement & Amendments

- (a) This agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- (b) Any amendment to this agreement must be reduced to writing and signing by both the parties.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND AND SEAL IN THIS AGREEMENT.

For and on behalf of the
President of India

For _____
New Delhi

Name: Manoj Kumar Pujari
Title: Under Secretary (Housing)

Name:
Title: Proprietor/Director

Witness: (Bibhuti Nath Pandey)
Title: Administrative Officer (HCD)

Witness: