

BID DOCUMENT  
FOR  
**Notice Inviting Tender (NIT)**  
FOR  
**PROVIDING CLEANING, SANITATION  
AND HOUSE-KEEPING SERVICES**  
IN  
THE DEPARTMENT OF TRADE & TAXES  
GOVERNMENT of NCT OF DELHI

**GOVT. OF NCT OF DELHI**  
**DEPARTMENT OF TRADE & TAXES**  
**FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,**  
**VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002**  
**Ph. No. 011-23317757**

**NOTICE INVITING TENDER FOR PROVIDING CLEANING, SANITATION AND HOUSE-KEEPING SERVICES IN THE DEPARTMENT OF TRADE & TAXES**

Online E-Tenders are invited under Two-Bid system for Providing cleaning, Sanitation and Housekeeping services for a period of one year in the Department of Trade & Taxes, Govt. of NCT of Delhi from reputed agencies having experience of similar type of work. Bid documents along with Terms and Conditions are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded therefrom. Hard copy of Bid Security / Earnest Money Deposit (E.M.D.) and all documents related to Technical Bid uploaded on e-procurement portal (except Financial Bid in annexure-III) in sealed cover envelop super-scribed with tender for the work "Providing Cleaning, Sanitation and Housekeeping services in Department of Trade & Taxes, Govt. of NCT of Delhi" must also be dropped in Tender box kept in FM Branch, Room No. 1005, 10<sup>th</sup> Floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 on or before 10.30 a.m. on **21.06.2017 (Wednesday)**. Bids received after due date and time shall be rejected straightway. The Technical Bid as well as Financial Bid will be opened by the Purchase Committee, in Room No. 304, Chamber of Special Commissioner (FM), Department of Trade and Taxes, Government of NCT of Delhi as per schedule mentioned below. The tenderers or their authorized representatives who wish to be present during the opening of the Technical and / or Financial Bids may be present at the scheduled dates, time and place.

The first requirement to participate in e-tender is to have digital signature and the registration of tenderers with Application Services Provider (ASP) i.e. NIC (National Informatics Center) which is mandatory. Willing agencies may visit website <https://govtprocurement.delhi.gov.in> and download Terms & Conditions. For any assistance regarding e-tendering, the prospective bidders may contact at NIC Help Desk, 6<sup>th</sup> Floor, Vikas Bhawan-II, Near Metcalf House, Civil Lines, Delhi-110054.

The Tender shall be accepted only through e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>.

**SCHEDULE OF TENDER**

Estimated cost (in Rs.)	Rs.1,10,00,000/-
Date of release of tender through e-procurement portal of Delhi Govt..	31.05.2017 ( <b>Wednesday</b> )
Date of Pre-Bid Meeting	09.06.2017 (Friday) at 11.00 a.m.
Last date/time for downloading of tenders through e-procurement portal Delhi Govt.	21.06.2017 ( <b>Wednesday</b> ) at 10:30 a.m.
Last date/time for submission / uploading the Tender documents through e-procurement portal Delhi Govt.	21.06.2017 ( <b>Wednesday</b> ) upto 10.30 a.m.
Last date/time for submission of EMD along with hard copy of Technical Bid in sealed cover in Facility Management Branch, Room No.1005, 10 <sup>th</sup> Floor, Vyapar Bhawan, New Delhi-02	21.06.2017 ( <b>Wednesday</b> ) upto 10.30 a.m.
Date and Time of opening of Technical Bid	21.06.2017 ( <b>Wednesday</b> ) at 11.00 a.m.
Date and Time of opening of Financial Bid	23.06.2017 (Friday) at 03.30 p.m.

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. The Department may at its discretion to extend the last date for the receipt of bids by amending schedule.

Assistant Commissioner (FM)

## **Scope of Services/ Work/ Duties and Responsibility of Contractor/**

### **Agency:**

The contractor shall provide the cleaning, sanitation, housekeeping services including required material and equipment for completely satisfactory cleaning of the premises of the Department of Trade & Taxes, Government of NCT of Delhi.

### **Selected agency will have to get cleaned the following articles and area:**

1. Cleaning (Sweeping, scrubbing, wet mopping etc.) of floor areas, vertical finishes (walls) Roof and False ceilings, facade area, Glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminum grills, pillars, curtains, slabs, file cabinets, almirah etc. All the covered area including all rooms, Conference Hall, kitchen, food hall, canteen, computer labs, IT Rooms, pantry, library, corridors, stair-case, associated bath-rooms and toilets of Office on all 13 floors and entire open area including roads, lawns, paved areas, water tanks and parking area etc.
2. Washing of covered areas, open areas etc. as per schedule fixed as well as on requirement of the Department.
3. Washing & cleaning and maintenance of indoor and outdoor decorative plants, flower pots, cleaning and maintenance of lawns.
4. To check and provide the information pertaining to leakage of water supply/ water pipelines/ water taps/ toilets etc.
5. Cleaning of bathrooms and toilets to maintain hygienic atmosphere including supply of necessary items like liquid soap, naphthalene balls, phenyl, bathroom fresheners, etc. in sufficient quantities of good quality as per items mentioned in Annexure-VII annexed with Tender document. The agency shall maintain sufficient stock of the items all time and shall maintain proper records.
6. Cleaning and maintenance of all the drains within the compound of the Department.
7. Supply of four big dustbins on each of 13 floors, cleaning of dustbins and removal/disposal of collected garbage to an approved location and disposables should be Eco-friendly and bio-degradable.
8. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, Air-conditioners, etc. with dusting or wet mopping or vacuum cleaning.
9. Cleaning of all lighting, indoor as well as outdoor, and electrical fixtures.

10. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
11. Cleaning of lifts (all components).
12. Cleaning of fire-fighting equipments, CCTV and public address systems, etc.
13. Cleaning of all miscellaneous equipments as available or being provided from time to time.
14. The cleaning of carpets, etc. with modern gadgets shall be done once a week.
15. The agency shall be responsible for cleaning and sanitation of around 26665 sq. meter of covered area and around 6526 sq. meters of parking and footpath area on regular basis. The details of the area is given in Terms and Conditions. The building has 13 floors. The details of measured area of the office premises of the department may be referred to at point no. 60 of Terms & Conditions of Tender document.
16. The frequency of cleaning and sanitation will be twice in a day. The cleanliness operation shall be completed once in the morning before opening of office and thereafter once during the office hours.
17. The agency/ contractor shall be responsible to maintain complete cleanliness, hygiene and healthy conditions in the building.
18. The cleaning and sanitation service would include cleaning in the form of sweeping, scrubbing, dusting, wiping, vacuum cleaning, glass surface cleaning, trash removal, sanitizing floor and office as well as washing only as per scheduled fixed and on the basis of requirement.
19. The agency shall provide 04 Supervisions and 62 Sanitation/ Housekeeping workers for the aforesaid at all time.
20. The Department shall have the right to inspect the cleaning site at any time and to issue such orders and directions to the agency as may be considered necessary and the agency shall comply with the directions immediately and for all times.
21. Sanitation employees will have to remain available at the site from 8.00 a.m to 04.00 p.m on all working days including Saturdays except Sundays and gazetted holidays for cleaning of the premises of the building of the Department of Trade & Taxes, GNCT of Delhi as well as, as per requirement of the Department.
22. The Selected Agency shall not employ any person below the age of 18 years or older than 55 years or any person not capable to do the said work.

23. Sanitation employees must be courteous and disciplined to the Officers/ Officials of the Department as well as visitors and they should not smoke, consume alcohol and spit in the office premises.
24. Sanitation employee must be in uniform ( to be provided by agency) while on duty.

**TERMS AND CONDITIONS:**

1. The estimated value of the contract is Rs.1,10,00,000 approximately (Rupees One crore ten lacks only) for 12 months.
2. The Bid validity period of the tender is 120 days from the last date of submission of tender.
3. Number of Proposals

No Bidder or its Associate shall submit more than one Bid for the Services. A Bidder applying individually or as an Associate shall not be entitled to submit another bid.

4. The bidder firm should have at least one office located in Delhi.
5. If any bidder has any query / clarification, he/she/they shall contact Sh. Rajiv Sinha, Asstt. Commissioner (FM), Department of Trade & Taxes, GNCT of Delhi, F.M. Branch (Room No.1005), 10<sup>th</sup> floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 for clarification / assistance between 10.00 a.m. to 5.00 p.m. on any working day before last date of uploading the tender documents.
6. Contacting the Department:-
  - (A) 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.
  - (B) 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.
7. 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.
8. The Bidder is expected to obtain all information that may be necessary for preparing the Bid and entering into contract for himself/herself on their own responsibility.
9. 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. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal 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. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the department. The Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

12. Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Authority's offices and ascertaining for themselves the office conditions, location, surroundings, climate, working environment, Applicable Laws and regulations or any other matter considered relevant by them.

13. **Acknowledgement by Bidder**

It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of complete tender document;
- (b) received all relevant information requested from the Department of Trade & Taxes, GNCT of Delhi;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the **Tender document**.
- (d) satisfied itself about all matters, things and information of tender document necessary and required for submitting an informed Bid and performance of all of its obligations thereunder;
- (e) The department shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to **tender** or the Selection Process, including any error or mistake therein or in any information or data given by the department.

14. Conditional tender / Printed terms and conditions (General Conditions) made by the bidder will not be considered and his/her/their tender shall be rejected straightway.

15 Format and signing of Proposal

The Technical Bid, Financial Bid and all annexed documents uploaded on system and furnished physically must be properly signed by the authorised representative (the "**Authorised**

**Representative**”) as detailed below:

by the proprietor, in case of a proprietary firm; or  
by a partner, in case of a partnership firm and/or a limited liability partnership; or

by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarised by a notary public in the form specified in Annexure-VI shall accompany the Proposal.

## 16 **ELIGIBILITY CRITERIA OF BIDDERS:**

**The prospective bidder shall have to upload and to furnish the following documents valid as on date of bid along with their Technical Bid (Annexure-II). If the bidder fails to upload any of the following documents, the concerned bidder will be disqualified technically:**

- (A) The bidders shall have to deposit Bid Security / Earnest Money Deposit (E.M.D.) of an amount of Rs.3,30,000/- (Rupees Three lacs thirty thousands only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Bank in an acceptable form in favour of **“Commissioner, Trade and Taxes, New Delhi”** along with the Tender document. The Bid Security / E.M.D. must be remained valid for a period of **45 days** beyond the final bid validity period. The bidders who are Micro and Small Enterprises (MSE) as defined in MSE procurement policy issue by Department of Micro, Small and Medium Enterprises (MSME) or who are registered with the Central Purchase Organization will be treated as exempted from depositing E.M.D. In support of his/her/their claim, the bidder shall have to upload the Registration or / and exemption certificate as the case may be, issued by concerned Authority. **The bid received without EMD shall be rejected straightway.**

**(Note:Bank Guarantee shall be accepted after verification from the issuing bank).**

- (B) All registered agencies who are providing similar kind of services for at least last three consecutive years and having Annual Average Turnover of at least **Rs.33,00,000/- (Rupees Thirty Three lacs only)** ( i.e. **30% of the estimated cost**) during the last three financial years i.e for the year 2014-2015, 2015-2016 and 2016-2017 in the Books of Accounts may submit the bids in the prescribed format. Annual Average Turnover should be certified by Chartered Accountant. The bidder should upload copy of Trading Account and Balance Sheet as well as certificate of Chartered Accountant, if the Trading Account and Balance Sheet are not audited.
- (C) The bidder should have at least three years (2014-15, 2015-16 & 2016-17) experience of successfully completed similar works in any of the Departments/ Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities or Private Companies. In support of the experience(s), the bidder shall have to upload Satisfactory Performance Certificate mentioning the amount of

payment released to the bidder by the concerned department / ministry, as per the criteria given below:-

- (i) Three similar completed works each one costing not less than the amount equal to Rs.44,00,000/-- ( i.e. 40% of the estimated cost) ;  
OR
- (ii) Two similar completed works each one costing not less than the amount equal to Rs.55,00,000/- ( i.e. 50% of the estimated cost);  
OR
- (iii) One similar completed work costing not less than the amount equal to Rs.88,00,000/- (i.e. 80% of the estimated cost).

**Note : Amount of payment paid to bidding firm must be mentioned in Performance / Experience Certificate issued by the client department / ministry and it should also be mentioned that the service provided by the bidding firm is / has been / was satisfactory during the period of engagement with contract.**

- (D) Self attested copy of PAN card under Income Tax Act;
- (E) Self attested copy of Certificate of Incorporation of Registration issued under Indian Companies Act in case of Public or Private Companies.
- (E) Self attested copy of valid Service Tax Registration Number;
- (F) Self attested copy of valid EPF Registration Certificate;
- (G) Self attested copy of ESI Registration Certificate ;
- (H) Self attested copy of valid licence Number under any Labour law applicable and under any other acts and rules issued by Central Government or State Government;
- (I) Signed copy of Undertaking in Annexure-V
- (J) Duly filled and signed copy of Tender Form in Annexure –I

17. E.M.D. of unsuccessful bidder's shall be returned after award of contract. **No interest will be paid by the Department on the EMD amount.**

18. E.M.D. of successful bidder shall be returned after award of contract and submission of Performance Security.

19. The Bid Security (E.M.D.) will be forfeited in the following conditions:

- (a) If at any stage, any of the information/declaration given by the bidder is found false.
- (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender documents.



- © If the bidder withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- (d) If the successful bidder fails to deposit the required Performance Security within the specified period.
- (e) In case of any lapse/default on the part of bidder in honoring of the Terms and Conditions of contract at any stage after submitting the tender.
- (f) In case of final selection of bidder, if he fails to enter into the contract in accordance with the terms and conditions of the tender.

## 20. Right to reject any or all Proposals

Notwithstanding anything contained in this Tender documents , Commissioner, VAT reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

## 21 Pre-Bid Meeting :

A Pre-Bid meeting will be held on 08.06.2017 (Thursday) at 11.00 a.m. in the Chamber of Additional Commissioner (FM), Department of Trade & Taxes, Room No.1201, 12<sup>th</sup> floor, Vyapar Bhawan, I.P. Estate, New Delhi-110002 in which bidders may visit the site and clarify their doubts if any and discuss the Terms & Conditions of bid documents.

## 22. EVALUATION OF BIDS:

### (A) Technical Bid Evaluation:

The Technical evaluation of bids would be carried out by the Purchase Committee on the basis of eligibility criteria fixed for bidders in this tender document as well as documents / information submitted by the bidder. In case any eligibility criteria is not fulfilled by any bidder and / or any required information / documents are not uploaded alongwith Technical Bid in Annexure-II in e-procurement portal, the bidder will be disqualified technically.

(Note:- The Department can seek clarifications on the documents uploaded by the bidder for verification.)

### (B) Financial Bid:

- (i) The Financial Bids of only those bidders shall be opened who will be found technically qualified. **The contract will be awarded to the bidder whose quoted Grand Total Amount in Financial Bid in Annexure-III will be found the lowest, justified and who will be found eligible & qualified to perform the service satisfactorily as per the terms and conditions of the tender document.**

(ii) If bidder quote Rs.Nil / Zero for any item or Service Charge, then it will not be considered and bidder will be disqualified in Financial evaluation straightway and shall not be selected for award of the work.

(iii) ESI, EPF, EDLI & Bonus will be paid on minimum wages as per the Notifications issued by Labour Department, GNCTD from time to time.

(iv) If the amount quoted in Annexure-III of two or more bidders match, then the bidder will be selected by conducting lottery in the presence of both the bidders after obtaining undertaking that they both will agree for the same. The decision of the department shall be final in this regard.

## 23 Award of Contract:

(A) After selection, Letter of Offer shall be issued by the department to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days from the date of issue of Letter of Offer shall have to deposit the Performance Security along with Acceptance Letter.

(B) The successful bidder shall have to deposit Performance Security for an amount equal to 5% of Estimated Cost within 7 days from the date of issue of Letter of Offer by the Department. Performance Security must be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt and Bank Guarantee from a Commercial Bank or in an acceptable form in favour of **“Commissioner , Trade & Taxes, New Delhi”**. Performance Security must be remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be payable on this amount. The contract will be awarded only after depositing Performance Security.

**(Note:Bank Guarantee shall be accepted after verification from the issuing bank).**

(C) Letter of Award shall be issued after submission of Performance Security by Selected Bidder.

## 24 EXECUTION OF AGREEMENT

The selected bidder will be required to execute an Agreement on stamp paper of Rs.100/- (paid by selected bidder) in the form specified in Annexure-IV within 7 days from date of issue of Award Letter. The Selected Bidder shall not be entitled to seek any deviation in the agreement.

## 25 COMMENCEMENT OF ASSIGNMENT

The selected bidder shall commence the services within 7 days from the date of issue of Award Letter or such other date as may be mutually agreed.

## 26 TERMINATION OF CONTRACT

Commissioner, VAT reserves the right to terminate the contract in the event the successful bidder fails to deposit the Performance Security or fails to execute the agreement or fails to commence the work within stipulated period or **THE SELECTED BIDDER IS FOUND BLACKLISTED ON PREVIOUS OCCASIONS BY ANY OF THE DEPARTMENTS/ INSTITUTIONS / LOCAL BODIES / MUNICIPALITIES / PUBLIC SECTOR UNDERTAKINGS / PRIVATE COMPANIES OR IF THE PERFORMANCE OF THE SELECTED BIDDER IS FOUND UNSATISFACTORY** by forfeiting the Contractor's Performance Security. Firm may be blacklisted and debarred for three years from participating in any tender of any department.

**27 DEPLOYMENT OF PERSONNEL:**

(A) Total No. of manpower required is as follows:

S.No.	Category of Personnel Required	Number	Category as per minimum wages order of Delhi Government
1	Supervisor	4 (Four)	Skilled
2	Sweeper / sanitation worker	62 (Sixty Two)	unskilled
Total		66 (Sixty six)	

(B) **ESSENTIAL QUALIFICATION:**

**Supervisor should be Metric pass from recognized board.**

(C) Successful bidder will have to submit the bio-data, Police verification & certificates of Supervisors & Sanitation Workers before deputing them in the department. The department has a right to reject any person deployment without assigning any reason & the decision will be final. The selected bidder will have to provide suitable replacement against that within 12 hours.

(D) The contractor shall employ and provide only such Personnel who have the required skills for performing the tasks and are experienced and trained for this purpose. The department shall be at liberty to seek removal of any Personnel, who in the opinion of the **department**, fails to perform the task assigned to him satisfactorily or is incompetent or negligent in performance of his duties or indulges in misconduct. The contractor shall, upon receiving instructions of the department, withdraw such Personnel forthwith, and shall provide a suitable replacement in lieu thereof. The contractor shall ensure that the Personnel withdrawn on the specific instructions of the **department** are not deployed at the department without prior approval of the department.

(E) The Department will not consider any substitution of Personnel except under compelling circumstances beyond the control of the **contractor** and the concerned Personnel. Such substitution shall be limited to not more than 15% (fifteen per cent) of the total number of Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the department. Without prejudice to the foregoing, substitution of Personnel beyond the aforesaid limit of 15% (fifteen per cent) shall be permitted subject to reduction of remuneration equal to one half of the Management Charge due and payable for and in respect of such substituted Personnel for a period not exceeding 6 (six) months.

(F) In the event that any Personnel is proposed to be removed by the contractor for substitution, the contractor shall notify the department prior to

such removal, with reasons thereof, and the department may, in its discretion, refer the case to a substitution committee comprising 2 (two) nominees of the department and 1 (one) nominee of the contractor. The committee shall consider the case forthwith and either confirm or reject the proposal for removal of the Personnel.

- (G) The contractor shall increase or decrease the number of Personnel for deployment by upto 25% (twenty five per cent) of the total number of Personnel as and when required by the department by awritten notice of at least 7 (seven) days. In addition, a further deployment of Personnel, not exceeding 50% (fifty per cent) of the total number of Personnel may be undertaken with mutual consent.
- (H) The contractor may, in its discretion, provide services to other entities owned or controlled by the Government of NCT of Delhi on the same terms and conditions as applicable hereto; provided that the cumulative total of all personnel provided for such services shall not exceed the total number of Personnel provided further that upon entering into any such agreement with any such entity, the contractor shall provide forthwith the relevant particulars to the department for its information and record.
- (I) The contractor shall, while selecting the persons to be deployed under this Agreement, give preference to those persons who were working on a similar assignment with the **department**during a period of 6 (six) months preceding the date of this Agreement, subject to suitability of such persons for the Services to be provided hereunder. The contractor shall make best endeavours for deploying the maximum number of such persons in order to enable continuity and efficiency of Services.
- (J) It will be mandatory that induction training is given by the contractor to the personnel to be deployed and manpower so engaged shall be trained for the said works before joining. During the training, Contractor shall have to arrange for substitute for the staffs undergoing training.
- (K) The Contractor shall ensure within seven days from the date of deployment in the department that all personnel deployed are registered on biometric attendance system of the department / contractor for better checks and controls. If the Contractor fails to do so, the Contractor shall have to pay Rs.1000/- per day for period of delay in starting the biometric attendance system.
- (L)The contractor and the personnel deployed by him shall be responsible to protect property and equipment's of the Department at the premises entrusted to it.
- (M)T he Contractor and the personal to be deployed screened for visual, gross physical defects and contagious diseases and will provide a certificate to this effect for each personal deployed. Hospital will be at liberty to get and body re-examined in cases of any suspicion. Only physically fits personal shall be deployed for duty.
- (N) The contractor / agency will provide ESI Card and EPF Number with login I.D. and password to outsourced workers within one month of the deployment in this department.

**28 LABOUR LAWS:**

The Supervisors & Sanitation Workers to be deployed by the Contractor to meet the contractual obligation with 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.

**29 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.

**30 PERFORMANCE AND SUPERVISION:**

(A) Adequate supervision will be provided by the selected bidder to ensure satisfactory performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties.

(B) All necessary reports and other informations will be supplied immediately as and when required and regular meetings will be held with the Department.

© 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.

(D) In the event of any loss that occur to the Department as a result of any lapse on the part of the Contractor or the personnel deployed 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 value of the loss. The decision of Commissioner, VAT will be final and binding on the contractor.

(E) The contractor shall perform all such services, acts, matters and things connected with the administrations, superintendence and conduct of the arrangement 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.

**31 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 behaviour with the public and the officers / officials of this department in particular and this period of 2-3days will be counted as shift manned by Contractors personal for the purpose of payment under the contract.

**32 CONFIDENTIALITY**

(a) The contractor shall ensure that its personal 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.

(b) The contractor shall not, either during the terms or after expiry of this Contract disclose any proprietary or confidential information related to the services/contract and/or Department business/ operations, information, application/software, hardware, business data, designs and other information/ document without the prior written consent of the Department.

© The Contractor shall execute a Non Disclosure Agreement (NDA) in favour of the Department

( d) 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.

33 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.

34. FORCE MAJEURE:

(a) 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 to terminate the contract.

(b) 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.

35 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 by forfeiting the Contractor's Performance Security and firm will be blacklisted and debarred for five years from participating in any tender of any department.

36 MALPRACTICES AGAINST PERSONNEL

The contractor shall not unlawfully exploit the Personnel in any manner or recover from them any amounts not due to the contractor. In the event that the contractor indulges in any malpractice in respect of the Personnel, the contractor shall be deemed to be in breach of the agreement.

### 37 CLAIM SETTLEMENT

Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the contractor, shall be directly borne by the contractor 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.

### 38 SUB CONTRACT DISALLOWED

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

### 39 INDEMNITY

The Contractor shall indemnify and hold the Department harmless from damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the contractor.

### 40 UNION ACTIVITIES

The personnel deployed / engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the Department.

### 41 EMPLOYMENT/RESIDENCE

- (a) 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 them.
- (b) The Department shall not be responsible for providing residential Accommodation or such other facilities to any of the employees of the Contractor.

### 42 TAX / STATUTORY OBLIGATION OF THE CONTRACTOR

- (a) The Contractor shall ensure full compliance with tax laws / ESI/EPF Act of India with regard to this contract and shall be solely responsible for the same such as Income Tax and Service Tax/ESI/EPF. The contractor shall submit copies of acknowledgements evidencing regular filing of returns and shall keep the Department fully indemnified against liability of tax ESI/EPF, interest, penalty etc. of the contractor in respect thereof, which may arise.
- (b) 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 the Department to the contractor for any tax deducted at source.
- (c) 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 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.

- (d) The Contractor agrees that he and his team shall comply with the ESI/EPF Act in force from time to time and pay ESI/EPF, as may be imposed/levied on them by the Authorities, for the payments received by them for the services under the contract.
- (e) 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.
- (f) If 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.

#### 43 CONTRACTUAL RELATIONSHIP

The Personnel deployed by the Contractor shall have no contractual relationship whatsoever with the department and the relationship of master and servant or employer and employee shall subsist only between the contractor and the respective Personnel. The department shall exercise no direct administrative, supervisory and managerial control over the Personnel deployed by the contractor and no liability or obligations, present or future in respect of such Personnel.

#### 44 TERM AND EXTENSION OF CONTRACT

(a) **The contract shall be awarded initially for a period of One year from the date of award of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of tender or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.**

(b) If, the Contractor is of the view that no further extension of the contract be granted to him, the contractor **shall** notify the Department of its decision at least 3(three) months prior to the expiry of the contract. 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.

#### 45 Conflict of Interest

- (i) A Bidder shall not have a conflict of interest that may affect the Selection Process or the award of Services hereunder (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the **department** shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the department for, *inter alia*, the time, cost and effort of the department including consideration of such Bidder’s Proposal, without prejudice to any other right or



remedy that may be available to the department hereunder or otherwise.

- (ii) The department of Trade & Taxes requires that the bidder renders professional objective and impartial Services and at all times hold the department's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the department.
- (iii) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - (a) The Bidder or its Associate and any other Bidder have common controlling shareholders or other ownership interest; or
  - (b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (iv) such Bidder has the same legal representative or address for purposes of this Bid as any other Bidder; or
- (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) there is a conflict among this and other assignments of the Bidder and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders; or
- (vii) a firm which has been engaged by the department to provide goods or works will be disqualified from providing Services for the Authority; conversely, a firm hired to provide Services for the **department**, and its Associates, will be disqualified from subsequently providing goods or works related to the same Authority.

For purposes of this **tender documents**, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- (viii) A Bidder eventually appointed to provide this Services, and its Associates, shall be disqualified from subsequently providing services related to the department and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the completion of this assignment; provided further that this restriction shall not apply to Services provided in continuation of this Agreement.

46 INDEMNITY

The ~~selected bidder~~ shall, subject to the provisions of the Agreement, indemnify the department for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services and for any liability arising on account of non-compliance with Applicable Laws.

47 PROPRIETARY DATA

All documents and other information provided by the Department or submitted by a Bidder to the department shall remain or become the property of the department. Bidders and the Department, as the case may be, are to treat all information as strictly confidential. The ~~department~~ will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the ~~bidder~~ to the ~~department~~ in relation to the assignment shall be the property of the department.

48 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, academic / professional qualification certificate, permanent/present residential address, marital status and next of kin, UIDAI number etc.

49 DISCIPLINE AND COURTESY:

The personnel deployed / engaged by the selected bidder shall have to be courteous and pleasant mannerism in dealing with the officers / officials of department and visitors to 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.

50 **BILL AND ITS PAYMENT:**

(A) The contractor shall raise a monthly invoice along with biometric attendance report / sheet of outsourced workers for amounts due to it under the Agreement (the "**Monthly Invoice**") after completion of every calendar month and submit in triplicate with necessary particulars, including proof of payment of all dues of its Personnel to the department. The Monthly Invoice shall be due and payable within 15 (fifteen) working days from the date of its submission and except any amounts which it determines as not payable or disputed.

(B) The department shall, within 5 (five) days of receiving a Monthly Invoice, notify to the ~~contractor~~ the relevant particulars of amounts that it does not consider due and payable hereunder (the "**Disputed Amounts**"), if any, with particulars thereof. The contractor shall, within 5 (five) days of receiving such notice, present any information or evidence as may reasonably required

by the department for determining that such Disputed Amounts are payable. The contractor may also call upon the department, after seeking its consent, for

resolving the dispute and in the event that the dispute is not resolved, 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.

(C) payment of monthly remuneration by the **contractor** to the Personnel, not less than the rates of minimum wages fixed by Delhi Govt. and in accordance with Applicable Laws, through electronic transfer, no later than 7 (seven) days after completion of a calendar month in respect of which Services have been provided by the respective Personnel;

(D) payment of contributions towards ESI, EPF etc. relating to all Personnel no later than 15 (fifteen) days after completion of a calendar month in respect of which Services have been provided by the respective Personnel;

(E) 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.

#### 51 OVERPAYMENT / UNDERPAYMENT:

(a) 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.

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

(c) The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.

#### 52 PAYMENT OF ARREAR

**If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be paid by the department.**

#### 53 ISSUANCE OF IDENTITY CARD

Photo identity cards with all relevant particulars such as name, Father's name, date of birth, address, contact number, blood group and Aadhar Card number shall be issued by the selected bidder to the personnel deployed;

#### 54 GRANT OF LEAVE

Leave shall be granted to all the personnel deployed by the contractor as per rule. However, the selected bidder shall have to provide suitable substitute during the leave period.

**55 SERVICE LEVEL SPECIFICATIONS & SPECIFIED PENALTIES:-**

<b>Process</b>	<b>Service Level Specifications</b>	<b>Penalty</b>
1. Deploying entire numbers of Sanitation & House-keeping personnel /Supervisor as per requirement in the tender	The contractor shall have to provide entire number of Sanitation & House-keeping personnel /Supervisor for meeting the service requirement of the department <b>on time</b> .	Rs.500/- for each missing/ absent/ short and late coming personnel when the deployment is found to be deficient.
2. Sanitation &House-keeping personnel /Supervisor to report in uniform	Approved uniform design with name badge,	Rs.500/- for every member of Sanitation & House-keeping personnel/ Supervisors not found in approved uniform and name badge.
3.Misconduct / misbehavior/ Indiscipline by the Sanitation &House-keeping personnel/ Supervisor	i) Sanitation & Housekeeping personnel/Supervisor should be courteous to the Officers/ Official and visitors and disciplined.  ii) They should not smoke and spit on the walls/floors etc.	Rs.500/- 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 department.	For every instance when the 15 days stock is not found on checking, penalty of Rs.2000/-for each instance.
5. Providing consumables/non consumables such as phenyl, naphthalene ball, detergent, cleaning solution, soap etc.	The contractor will use standard quality materials for maintaining cleanliness and hygiene at all places.	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 at all places.	The contractor will maintain high standard of cleanliness/sanitation at all places.	For every instance of default in not meeting the standards of cleanliness / sanitation, penalty of Rs.500/- will be imposed.

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

**56 PENALTY:**

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

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 3 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.

57 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.

58 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.

**59 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.

**60. AREA OF OFFICE PREMISES :**

S.No.	Description of Area	Nos.	Length	Width	Tentative Area (Sq. Mts.)
1	Toilet Area				
	General Toilets	14	5.35	5.70	426.93
	Ladies Toilets	12	3.68	2.38	105.10
	General Toilets (Commissioners Side)	14	6.42	3.00	269.64
	Officers Toilet	14	3.45	2.10	101.43
	Officers Toilet	14	3.45	2.55	123.17
Total					1026.27
2	Lobby Area	14	11.8	2.80	462.56
	General Lift Lobby	14	7.45	2.45	255.54
	VIP Lift and Raising Main	1	19	1.90	36.10
	Gallery at 13th Floor	1	6	1.30	7.80
	Gallery at Ground Floor	1	6	1.85	11.10
	CRU Gallery	1	6.9	1.90	13.11
Total					786.21
3	Common Area both side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	22	10.82	5.1	1214.00
	Common Area both side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	11	5.6	1.75	107.80
	Entry Gallery DC Side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	11	25.15	11.25	3112.31
	B-block DC Side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	1	11.15	6.6	73.59
	Common Area at Ground Floor	1	21.65	7.75	167.79
	CRU Gallery 13th Floor	1	11.9	1.9	22.61
	Conference Common area at 13th Floor	1	6.5	5.75	37.38
Total					4735.48
4	Stairs				
	Stair Case Main	14	11.9	4.75	791.35
	Main Steps	1	13.5	4	54.00
	Staircase fire	14	5.6	2.95	231.28
	Staircase fire	14	5.6	2.95	231.28
Total					1307.91
5	Room Area				
	1st Floor Commissioner Side	1	38.25	12.2	466.65
	VATO Office	1	8.15	6.18	50.37
	TPS VATO Room	1	6.18	4.5	27.81
	CRU	1	16.2	10.6	171.72
	CRU Cabin	1	14.2	6.1	86.62
	UPS Room	1	12	3.4	40.80
	DC Side				0.00
	CFC	1	9.9	11.1	109.89
CFC Front Office	1	15.7	12	188.40	
Security	1	6.3	4.3	27.09	

6	13th Floor A Block				0.00
	CMC Room	1	13.2	11.3	149.16
	Spl. Zone	1	22.1	15.75	348.08
	CKS Room	1	13.6	16.55	225.08
	KCS Reception Room	1	7.1	3	21.30
	KCS Front Office	1	8	9.1	72.80
	C block				0.00
	Conference Hall	1	11.4	5.7	65.55
	GST LAB	1	16.7	17.1	285.57
	Library	1	10.5	7.5	78.75
	Ward 1319	1	13.25	3.5	46.38
	Chit Fund Room	1	16	5.9	94.40
	Wards 2nd to 12th Floor	11	38.3	17.6	7414.88
	B Block				0.00
	Wards Commissioners	1	25.15	11.25	282.94
	Ground floor				0.00
	Fire Room	1	5.85	3.7	21.65
	Driver Room	1	5	2.55	12.75
	Civil &Electrical Room	1	12.45	5.6	69.72
		1	5.65	4.8	27.12
	Exchange Rooms	1	5.15	5.7	29.36
6	Parking side				0
	OFFICERS WING	1	4.65	12	55.80
	OFFICERS WING Officers Rooms 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	11	10.75	10.75	1271.19
	Wards DC Side Officers rooms 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor.	11	38.25	16.7	7026.53
Total					18808.83
Grand Total					26664.69
7	Parking &Footpath Area				6525.79

61. Corrigendum if any will be published on e-procurement portal only.

**GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757**

**TENDER FORM**

**Subject: Tender for the work of Providing cleaning, sanitation and housekeeping services in the Department of Trade & Taxes, GNCT of Delhi .**

1	Name of firm / agency	
2	Corresponding address of the firm / agency	_____
3	Telephone and mobile No. of the firm/ agency	_____
4	Registration No. of the Firm/ Agency (if applicable)	_____
5	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.	_____ _____
6	Please specify as to whether Tenderer is sole proprietor Partnership firm. Name and Address and Telephone No. of proprietor /Directors/partners should specified.	_____ _____ _____
7	PAN NO. issued by Income Tax Department.	_____
8	Provident Fund Account No.	_____
9	ESI Number	_____
10	Service Tax number	_____
11	Details of EMD.:	
(a)	Amount: Rs. _____	(Rupees in words _____)
(b)	FDR No. or DD No. or Bank Guarantee in favor of <b>Commissioner (Trade &amp; Taxes)</b>	_____
(c.)	Date of issue	_____
(d)	Name of issuing authority:	_____
12	Declaration by the bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.	

(Signature of the bidder)

Name of the bidder (with seal)



**ANNEXURE-II**

**GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757  
**PERFORMA FOR TECHNICAL BID****

**Subject: Tender for the work of providing cleaning, sanitation and housekeeping services in the Department of Trade & Taxes, GNCT of Delhi .**

1. Name of the firm :
2. Address :
3. Name & Address of Prop./ :

Partner/Authorized signatory

(in case of Pvt./ Public Ltd. Company)

S. No.	Name of desired Documents	Whether copy of desired certificate/documents are enclosed	Enclosed at Page No.
1	E.M.D. (in original) Amounting to Rs.3,30,000/- in favour of “ <b>Commissioner, Trade and Taxes, New Delhi</b> ”	<b><u>Yes/ No</u></b>	
2	Trading Account & Balance Sheet showing Annual Average Turn Over of <b>at least Rs.33,00,000/-</b> for last three financial year i.e. for the year :  2014-15  2015-16  2016-17  The bidder should upload copy of Trading Account and Balance Sheet as well as certificate of Chartered Accountant, if the Trading Account and Balance Sheet are not audited.(Please see condition no. 16)	<b><u>Yes/ No</u></b>  <b><u>Yes/ No</u></b>  <b><u>Yes/ No</u></b>	
3	Experience Certificates with Satisfactory Performance Certificate mentioning the contract value and payment released to the bidder of at least three years of similar works in any of the Departments/Autonomous Institutions/ Universities/ Public Sectors Undertakings of the Govt. of India or Govt. of NCT of Delhi or any other State Govt. or	<b><u>Yes /No</u></b>	

	<p>Public Sector Banks or Local Bodies / Municipalities / Public &amp; Private Companies as follows:</p> <p>(A) Three similar completed works each costing not less than the amount equal to Rs.44,00,000/- (i.e. 40% of the estimated cost)</p> <p style="text-align: center;">OR</p> <p>(B) Two similar completed works each costing average of not less than the amount equal to Rs.55,00,000,-/ (i.e. 50% of the estimated cost)</p> <p style="text-align: center;">OR</p> <p>(C) One similar completed work costing not less than the amount equal to Rs.88,00,000/- (i.e. 80% of the estimated cost)</p> <p>(Please see condition no. 16)</p>	<p style="text-align: center;"><u>Yes/ No</u></p> <p style="text-align: center;"><u>Yes/ No</u></p>	
4	Self attested copy of PAN Card issued under Income-Tax Act.	Yes/No	
5	Self attested copy of certificate of incorporation of Registration issued under Indian Company Act.	Yes/No	
6	Self attested copy of valid ESI Registration Certificate.	<u>Yes/No</u>	
7	Self attested copy of Service Tax Registration Certificate.	<u>Yes/No</u>	
8	Self attested copy of valid EPF Registration Certificate.	<u>Yes/No</u>	
9	Self attested copy of valid licence Number under contract Labour Act and under any other acts and rules.	<u>Yes/No</u>	
10	Signed copy of Annexure-V (Undertaking).	<u>Yes/No</u>	
11	Dully filled and signed copy of Annexure-I(Tender Form)	<u>Yes/No</u>	
12	Dully filled and signed copy of Annexure-II (Technical Bid Performa)		

.....

**(Signature of the bidder)**

**Name of the bidder (with seal)**

**(Financial Bid)**

**Subject: Tender for providing cleaning, sanitation and housekeeping services in the Department of Trade & Taxes, GNCT of Delhi**

No.	Designation of employee	Wages per person per month [ Ref. Note 1 & 2 ]	No. of persons required as per tender document	Total wages of a month (B) X (C)	Total Service Charges per month (Service charges must be quoted including Contractor's Profit and the cost of items mentioned in Annexure-VII)	Grand Total (D) + (E)
	(A)	(B)	(C)	(D)	(E)	(F)
1	Sweeper / sanitation worker (Unskilled)		62			
2.	Supervisor (Skilled)		4			
	<b>Grand Total</b>		66			

**NOTE 1:** If the amount quoted in Column (B) is found to be less than the minimum wages fixed/ notified by the Government as on date of bid, the concerned bidder shall be disqualified straightway.

**NOTE 2 :** If bidder quote Rs.Nil / Zero for any item or Service Charge, then it will not be considered and bidder will be disqualified in Financial evaluation straightway and shall not be selected for award of the work.

**NOTE 3:** Service Charge should be quoted after considering the contractor's profit and the cost of items mentioned in Annexure-VII.

**NOTE 4 :** Service Tax / VAT/ GST will be paid as applicable.

**NOTE 5 :** ESI, EPF, EDLI & Bonus will be paid on minimum wages as per the Notifications issued by Labour Department, GNCTD from time to time.

**NOTE 6 :** The contract will be awarded to the bidder whose Grand Total amount will be found the lowest and justified and who is eligible & qualified to perform the service satisfactorily as per the terms and conditions of the tender document.

**NOTE 7 :** If the minimum wages is revised by the Government of NCT of Delhi, during the period of contract, the incremental wages, if applicable, will be provided by the department.

.....

**(Signature of the bidder)**

**Name of the bidder (with seal)**

**Annexure-IV**

**AGREEMENT**

**SUBJECT : TENDER FOR PROVIDING CLEANING, SANITATION AND HOUSE-KEEPING SERVICES IN THE DEPARTMENT OF TRADE & TAXES**

This agreement is made at New Delhi on ..... day of ..... 2017 for a period of one year from the date of signing of this agreement between the President of India, represented by -----, Department of Trade & Taxes, GNCT of Delhi herein after referred to as "First party" which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the first party

**And**

M/s\_\_\_\_\_through its Partner/Director.....which expression shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WHEREAS, The Department of Trade & Taxes, GNCT of Delhi requires the service provider for the work of cleaning, sanitation and housekeeping services for the building of the Department.

WHEREAS, the Department Trade & Taxes, Govt. of NCT of Delhi had invited bids from eligible suppliers through e-procurement system of Delhi Government to provide above said services by providing Four(4) Supervisors and Sixty Two (62) Sweepers / Sanitation workers for sanitation purposes in the building of Department of Trade & Taxes, GNCT of Delhi.

AND WHEREAS , M/s.\_\_\_\_\_ has agreed to provide Four(4) Supervisors and Sixty Two (62) Sweepers / Sanitation workers as per the requirement and in accordance with the Terms & Conditions mentioned in tender document at the rates mentioned in Schedule of rates below, for a period of one year from the date of signing of this Agreement as per requirement.

**SCHEDULE OF RATES:**

No.	Designation of employee	Wages per person per month	No. of persons required as per tender document	Total wages of a month (B) X (C)	Total Service Charges per month (Service charges must be quoted including Contractor's Profit and the cost of items mentioned in Annexure-VII of tender document)	Grand Total (D) + (E)
	(A)	(B)	(C)	(D)	(E)	(F)
1	Sweeper / sanitation worker (Unskilled)		62			
2.	Supervisor (Skilled)		4			
	<b>Grand Total</b>		66			

1. Service Charges will be considered to include the contractor's profit and the cost of items mentioned in Annexure-VII.
2. Service Tax / VAT/ GST will be paid as applicable.
3. ESI, EPF, EDEI & Bonus will be paid on minimum wages as per the Notifications issued by Labour Department, GNCTD from time to time.
4. If the minimum wages is revised by the Government of NCT of Delhi, during the period of contract, the incremental wages, if applicable, will be provided by the department.

**SCHEDULE OF THE AGREEMENT**

This Agreement shall be valid for a period of one year from the date of signing of Agreement and may be extended for further one year in accordance with the Terms & Conditions of the Tender Document.

**SCOPE OF SERVICE/ WORK**

**Contractor/ agency will have to get cleaned the following articles and area:**

1. Cleaning (Sweeping, scrubbing/ wet mopping etc.) of floor areas, vertical finishes (walls) Roof and False ceilings, facade area, Glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminum grills, pillars, curtains, slabs, file cabinets, almirah etc. All the covered

area including all rooms, Conference Hall, kitchen, food hall, canteen, computer labs, IT Rooms, pantry, library, corridors, stair-case, associated bath-rooms and toilets of Office on all 13 floors and entire open area including roads, lawns, paved areas, water tanks and parking area etc.

2. Washing of covered areas, open areas and washing and cleaning and maintenance of indoor and outdoor decorative plants, flower pots, cleaning and maintenance of lawns.
3. To check and provide the information pertaining to leakage of water supply/ water pipelines/ water taps/ toilets etc.
4. Cleaning of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, phenyl, bathroom fresheners, etc. in sufficient quantities of good quality at least as per items mentioned in Annexure-VII annexed with Tender document. The agency shall maintain sufficient stock of the items one time and shall have proper records to maintain hygienic atmosphere.
5. Cleaning and maintenance of all the drains within the compound of the Department.
6. Supply of four big dustbins on each of 13 floors, cleaning of dustbins and removal/disposal of collected garbage to an approved location and disposables should be Eco-friendly and bio-degradable.
7. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, Air-conditioners, etc. with dusting or wet mopping or vacuum cleaning.
8. Cleaning of all lighting, indoor as well as outdoor, and electrical fixtures.
9. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
10. Cleaning of lifts (all components).
11. Cleaning of fire-fighting equipments, CCTV and public address systems, etc.
12. Cleaning of all miscellaneous equipments as available or being provided from time to time.
13. The cleaning of carpets, etc. with modern gadgets shall be done once a week.
14. The agency shall be responsible for cleaning and sanitation of around 26665 sq. meter of covered area and around 6526 sq. meters of parking and footpath area on regular basis. The details of the area is given in Terms and Conditions. The building has 13 floors. Area of the details of measured area of the office premises of the department may be referred to at point no. 60 of Terms & Conditions of Tender document.

15. The frequency of cleaning and sanitation will be twice in a day. The cleanliness operation shall be completed once in the morning before opening of office and thereafter once during the office hours,
16. The agency/ contractor shall be responsible to maintain complete cleanliness, hygiene and healthy conditions in the building.
17. The cleaning and sanitation service would include cleaning in the form of sweeping, scrubbing, dusting, wiping, vacuum cleaning, glass surface cleaning, trash removal, sanitizing floor and office & washing as per scheduled fixed on the basis of requirement.
18. The agency shall provide 04 Supervisions and 62 Sanitation/ Housekeeping workers for the aforesaid at all time.
19. The Department shall have the right to inspect the cleaning site at any time and to issue such orders and directions to the agency as may be considered necessary and the agency shall comply with the directions immediately and for all times.
20. Sanitation employees will have to remain available at the site from 8.00 a.m to 04.00 p.m on all working days including Saturdays except Sundays and gazetted holidays for cleaning of the premises of the building of the Department of Trade & Taxes, GNCT of Delhi as well as, as per requirement of the Department.
21. The Selected Agency shall not employ any person below the age of 18 years or older than 55 years or any person not capable to do the said work.
22. Sanitation employees must be courteous and disciplined to the Officers/ Officials of the Department as well as visitors and they should not smoke, consume alcohol and spit in the office premises.
23. Sanitation employee must be in uniform (as provided by agency) while on duty.

**TERMS AND CONDITIONS:**

1. The successful bidder shall have to deposit Performance Security for an amount equal to 5% of Estimated Cost within 7 days from the date of issue of Letter of Offer by the Department. Performance Security must be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt and Bank Guarantee from a Commercial Bank or in an acceptable form in favour of **“Commissioner , Trade & Taxes, New Delhi”**. Performance Security must be remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be payable on this amount. The contract will be awarded only after depositing Performance Security.

**(Note:Bank Guarantee shall be accepted after verification from the issuing bank).**

2. Letter of Award shall be issued after submission of Performance Security by Selected Bidder.

3. COMMENCEMENT OF ASSIGNMENT

The selected bidder shall commence the services within 7 days from the date of issue of Award Letter or such other date as may be mutually agreed.

4. TERMINATION OF CONTRACT

Commissioner, VAT reserves the right to terminate the contract in the event the successful bidder fails to deposit the Performance Security or fails to execute the agreement or fails to commence the work within stipulated period or THE SELECTED BIDDER IS FOUND BLACKLISTED ON PREVIOUS OCCASIONS BY ANY OF THE DEPARTMENTS/ INSTITUTIONS / LOCAL BODIES / MUNICIPALITIES / PUBLIC SECTOR UNDERTAKINGS / PRIVATE COMPANIES OR IF THE PERFORMANCE OF THE SELECTED BIDDER IS FOUND UNSATISFACTORY by forfeiting the Contractor's Performance Security. Firm may be blacklisted and debarred for three years from participating in any tender of any department.

5. DEPLOYMENT OF PERSONNEL:

(A) Total No. of manpower required is as follows:

S.No.	Category of Personnel Required	Number	Category as per minimum wages order of Delhi Government
1	Supervisor	4 (Four)	Skilled
2	Sweeper / sanitation worker	62 (Sixty Two)	unskilled
Total		66 (Sixty six)	

(B) ESSENTIAL QUALIFICATION:

Supervisor should be Metric pass from recognized board.

(C) Successful bidder will have to submit the bio-data, Police verification & certificates of Supervisors & Sanitation Workers before deputing them in the department. The department has a right to reject any person deployment without assigning any reason & the decision will be final. The selected bidder will have to provide suitable replacement against that within 12 hours.

(D) The contractor shall employ and provide only such Personnel who have the required skills for performing the tasks and are experienced and trained for this purpose. The department shall be at liberty to seek removal of any Personnel, who in the opinion of the **department**, fails to perform the task assigned to him satisfactorily or is incompetent or negligent in performance of his duties or indulges in misconduct. The contractor shall, upon receiving instructions



of the department, withdraw such Personnel forthwith, and shall provide a suitable replacement in lieu thereof. The contractor shall ensure that the Personnel withdrawn on the specific instructions of the **department** are not deployed at the department without prior approval of the department.

- (E) The Department will not consider any substitution of Personnel except under compelling circumstances beyond the control of the **contractor** and the concerned Personnel. Such substitution shall be limited to not more than 15% (fifteen per cent) of the total number of Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the department. Without prejudice to the foregoing, substitution of Personnel beyond the aforesaid limit of 15% (fifteen per cent) shall be permitted subject to reduction of remuneration equal to one half of the Management Charge due and payable for and in respect of such substituted Personnel for a period not exceeding 6 (six) months.
- (F) In the event that any Personnel is proposed to be removed by the contractor for substitution, the contractor shall notify the department prior to such removal, with reasons thereof, and the department may, in its discretion, refer the case to a substitution committee comprising 2 (two) nominees of the department and 1 (one) nominee of the contractor. The committee shall consider the case forthwith and either confirm or reject the proposal for removal of the Personnel.
- (G) The contractor shall increase or decrease the number of Personnel for deployment by upto 25% (twenty five per cent) of the total number of Personnel as and when required by the department by awritten notice of at least 7 (seven) days. In addition, a further deployment of Personnel, not exceeding 50% (fifty per cent) of the total number of Personnel may be undertaken with mutual consent.
- (H) The contractor may, in its discretion, provide services to other entities owned or controlled by the Government of NCT of Delhi on the same terms and conditions as applicable hereto; provided that the cumulative total of all personnel provided for such services shall not exceed the total number of Personnel provided further that upon entering into any such agreement with any such entity, the contractor shall provide forthwith the relevant particulars to the department for its information and record.
- (I) The contractor shall, while selecting the persons to be deployed under this Agreement, give preference to those persons who were working on a similar assignment with the **department** during a period of 6 (six) months preceding the date of this Agreement, subject to suitability of such persons for the Services to be provided hereunder. The contractor shall make best endeavours for deploying the maximum number of such persons in order to enable continuity and efficiency of Services.
- (J) It will be mandatory that induction training is given by the contractor to the personnel to be deployed and manpower so engaged shall be trained for the said works before joining. During the training, Contractor shall have to arrange for substitute for the staffs undergoing training.
- (K) The Contractor shall ensure that all personnel deployed are registered on biometric attendance system of the department / contractor for better checks and controls. If the Contractor fails to do so,

the Contractor shall have to pay Rs.1000/- per day for period of delay in starting the biometric attendance system.

(L)The contractor and the personnel deployed by him shall be responsible to protect property and equipment's of the Department at the premises entrusted to it.

(M) T he Contractor and the personal to be deployed screened for visual, gross physical defects and contagious diseases and will provide a certificate to this effect for each personal deployed. Hospital will be at liberty to get and body re-examined in cases of any suspicion. Only physically fits personal shall be deployed for duty.

(N) The contractor / agency will provide ESI Card and EPF Number with login I.D. and password to outsourced workers within one month of the deployment in this department.

#### 6. LABOUR LAWS:

The Supervisors & Sanitation Workers to be deployed by the Contractor to meet the contractual obligation with 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.

#### 7. 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.

#### 8. PERFORMANCE AND SUPERVISION:

(A) Adequate supervision will be provided by the contractor to ensure satisfactory performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties.

(B) All necessary reports and other informations will be supplied immediately as and when required and regular meetings will be held with the Department.

© 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.

(D) In the event of any loss that occur to the Department as a result of any lapse on the part of the Contractor or the personnel deployed 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 value of the loss. The decision of Commissioner, VAT will be final and binding on the contractor.

(E) The contractor shall perform all such services, acts, matters and things connected with the administrations, superintendence and conduct of the arrangement 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.

## 9. 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 behaviour with the public and the officers / officials of this department in particular and this period of 2-3days will be counted as shift manned by Contractors personal for the purpose of payment under the contract.

## 10. CONFIDENTIALITY

(a) The contractor shall ensure that its personal 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.

(b) The contractor shall not, either during the terms or after expiry of this Contract disclose any proprietary or confidential information related to the services/contract and/or Department business/ operations, information, application/software, hardware, business data, designs and other information/ document without the prior written consent of the Department.

© The Contractor shall execute a Non Disclosure Agreement (NDA) in favour of the Department

(d) 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.

11. 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.

## 12. FORCE MAJEURE:

(A) 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 to terminate the contract.

(B) 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.

### 13. 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 by forfeiting the Contractor's Performance Security and firm will be blacklisted and debarred for five years from participating in any tender of any department.

### 14. MALPRACTICES AGAINST PERSONNEL

The contractor shall not unlawfully exploit the Personnel in any manner or recover from them any amounts not due to the contractor. In the event that the contractor indulges in any malpractice in respect of the Personnel, the contractor shall be deemed to be in breach of the agreement.

### 15. CLAIM SETTLEMENT

Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the contractor, shall be directly borne by the contractor 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.

### 16. SUB CONTRACT DISALLOWED

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

### 17. INDEMNITY

The Contractor shall indemnify and hold the Department harmless from damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the contractor.

### 18. UNION ACTIVITIES

The personnel deployed / engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the Department.

### 19. EMPLOYMENT/RESIDENCE

- (a) 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 them.
- (b) The Department shall not be responsible for providing residential Accommodation or such other facilities to any of the employees of the Contractor.

## 20. TAX / STATUTORY OBLIGATION OF THE CONTRACTOR

- (A) The Contractor shall ensure full compliance with tax laws / ESI/EPF Act of India with regard to this contract and shall be solely responsible for the same such as Income Tax and Service Tax/ESI/EPF. The contractor shall submit copies of acknowledgements evidencing regular filing of returns and shall keep the Department fully indemnified against liability of tax ESI/EPF, interest, penalty etc. of the contractor in respect thereof, which may arise.
- (B) 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 the Department to the contractor for any tax deducted at source.
- (C) 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 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.
- (D) The Contractor agrees that he and his team shall comply with the ESI/EPF Act in force from time to time and pay ESI/EPF, as may be imposed/levied on them by the Authorities, for the payments received by them for the services under the contract.
- (E) 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.
- (F) If 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.

## 21. CONTRACTUAL RELATIONSHIP

The Personnel deployed by the Contractor shall have no contractual relationship whatsoever with the department and the relationship of master and servant or employer and employee shall subsist only between the contractor and the respective Personnel. The department shall exercise no direct administrative, supervisory and managerial control over the Personnel deployed by the contractor and no liability or obligations, present or future in respect of such Personnel.

## 22. TERM AND EXTENSION OF CONTRACT

(a ) The contract shall be awarded initially for a period of One year from the date of award of contract. The Department reserves the right to curtail or to extend the validity of contract on the same rates and Terms & Conditions for a period of further One year from the date of expiry of tender or till award of new contract / new agency takes over work whichever is earlier at the discretion of the Department and on the basis of mutual acceptance of both parties.

(b) If, the Contractor is of the view that no further extension of the contract be granted to him, the contractor **shall** notify the Department of its decision at least 3(three) months prior to the expiry of the contract. 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.

## 23. INDEMNITY

The contractor shall, subject to the provisions of the Agreement, indemnify the department for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services and for any liability arising on account of non-compliance with Applicable Laws.

## 24. PROPRIETARY DATA

All documents and other information provided by the Department or submitted by a contractor to the department shall remain or become the property of the department. Contractor and the Department, as the case may be, are to treat all information as strictly confidential. The **department** will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the contractor to the **department** in relation to the assignment shall be the property of the department.

## 25. 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, academic / professional qualification certificate, permanent/present residential address, marital status and next of kin, UIDAI number etc.

## 26. DISCIPLINE AND COURTESY:

The personnel deployed / engaged by the contractor shall have to be courteous and pleasant mannerism in dealing with the officers / officials of department and visitors to 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.

## 27. BILL AND ITS PAYMENT:

(A) The contractor shall raise a monthly invoice for amounts due to it under the Agreement (the “**Monthly Invoice**”) after completion of every calendar month and submit in triplicate with necessary particulars, including proof of payment of all dues of its Personnel to the department. The Monthly Invoice shall be due and payable within 15 (fifteen) working days from the date of its submission and except any amounts which it determines as not payable or disputed.

(B) The department shall, within 5 (five) days of receiving a Monthly Invoice, notify to the contractor the relevant particulars of amounts that it does not consider due and payable hereunder (the “**Disputed Amounts**”), if any, with particulars thereof. The contractor shall, within 5 (five) days of receiving such notice, present any information or evidence as may reasonably required by the department for determining that such Disputed Amounts are payable. The contractor may also call upon the department, after seeking its consent, for

resolving the dispute and in the event that the dispute is not resolved, 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.

(C) payment of monthly remuneration by the contractor to the Personnel, not less than the rates of minimum wages fixed by Delhi Govt. and in accordance with Applicable Laws, through electronic transfer, no later than 7 (seven) days after completion of a calendar month in respect of which Services have been provided by the respective Personnel;

(D) payment of contributions towards ESI, EPF etc. relating to all Personnel no later than 15 (fifteen) days after completion of a calendar month in respect of which Services have been provided by the respective Personnel;

(E) 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.

## 28. OVERPAYMENT / UNDERPAYMENT:

(a) 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.

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

(c) The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.

**29. PAYMENT OF ARREAR**

If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be paid by the department.

**30. ISSUANCE OF IDENTITY CARD**

Photo identity cards with all relevant particulars such as name, Father's name, date of birth, address, contact number, blood group and Aadhar Card number shall be issued by the selected bidder to the personnel deployed;

**31. GRANT OF LEAVE**

Leave shall be granted to all the personnel deployed by the contractor as per rule. However, the selected bidder shall have to provide suitable substitute during the leave period.

**32. SERVICE LEVEL SPECIFICATIONS & SPECIFIED PENALTIES:-**

<b>Process</b>	<b>Service Level Specifications</b>	<b>Penalty</b>
1. Deploying entire numbers of Sanitation & House-keeping personnel /Supervisor as per requirement in the tender	The contractor shall have to provide entire number of Sanitation & House-keeping personnel /Supervisor for meeting the service requirement of the department <b>on time</b> .	Rs.500/- for each missing/ absent/ short and late coming personnel when the deployment is found to be deficient.
2. Sanitation &House-keeping personnel /Supervisor to report in uniform	Approved uniform design with name badge,	Rs.500/- for every member of Sanitation & House-keeping personnel/ Supervisors not found in approved uniform and name badge.
3.Misconduct / misbehavior/ Indiscipline by the Sanitation &House-keeping personnel/ Supervisor	i) Sanitation & Housekeeping personnel/Supervisor should be courteous to the Officers/ Official and visitors and disciplined.  ii) They should not smoke and spit on the walls/floors etc.	Rs.500/- 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 department.	For every instance when the 15 days stock is not found on checking, penalty of Rs.2000/-for each instance.
5. Providing consumables/non consumables such as phenyl, naphthalene ball, detergent, cleaning solution, soap etc.	The contractor will use standard quality materials for maintaining cleanliness and hygiene at all places.	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 at all places.	The contractor will maintain high standard of cleanliness/sanitation at all places.	For every instance of default in not meeting the standards of cleanliness / sanitation, penalty of Rs.500/- will be imposed.



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

### 33. PENALTY:

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

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 3 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.

### 34. 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.

### 35. 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.

**36. JURISIDICITION 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.

**37. AREA OF OFFICE PREMISES :**

S.No.	Description of Area	Nos.	Length	Width	Tentative Area (Sq. Mts.)
1	Toilet Area				
	General Toilets	14	5.35	5.70	426.93
	Ladies Toilets	12	3.68	2.38	105.10
	General Toilets (Commissioners Side)	14	6.42	3.00	269.64
	Officers Toilet	14	3.45	2.10	101.43
	Officers Toilet	14	3.45	2.55	123.17
Total					1026.27
2	Lobby Area	14	11.8	2.80	462.56
	General Lift Lobby	14	7.45	2.45	255.54
	VIP Lift and Raising Main	1	19	1.90	36.10
	Gallery at 13th Floor	1	6	1.30	7.80
	Gallery at Ground Floor	1	6	1.85	11.10
	CRU Gallery	1	6.9	1.90	13.11
Total					786.21
3	Common Area both side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	22	10.82	5.1	1214.00
	Common Area both side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	11	5.6	1.75	107.80
	Entry Gallery DC Side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	11	25.15	11.25	3112.31
	B-block DC Side 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	1	11.15	6.6	73.59
	Common Area at Ground Floor	1	21.65	7.75	167.79
	CRU Gallery 13th Floor	1	11.9	1.9	22.61
	Conference Common area at 13th Floor	1	6.5	5.75	37.38
Total					4735.48
4	Stairs				
	Stair Case Main	14	11.9	4.75	791.35
	Main Steps	1	13.5	4	54.00
	Staircase fire	14	5.6	2.95	231.28
	Staircase fire	14	5.6	2.95	231.28
Total					1307.91
5	Room Area				
	1st Floor Commissioner Side	1	38.25	12.2	466.65
	VATO Office	1	8.15	6.18	50.37
	TPS VATO Room	1	6.18	4.5	27.81

	CRU	1	16.2	10.6	171.72
	CRU Cabin	1	14.2	6.1	86.62
	UPS Room	1	12	3.4	40.80
	DC Side				0.00
	CFC	1	9.9	11.1	109.89
6	CFC Front Office	1	15.7	12	188.40
	Security	1	6.3	4.3	27.09
	13th Floor A Block				0.00
	CMC Room	1	13.2	11.3	149.16
	Spl. Zone	1	22.1	15.75	348.08
	CKS Room	1	13.6	16.55	225.08
	KCS Reception Room	1	7.1	3	21.30
	KCS Front Office	1	8	9.1	72.80
	C block				0.00
	Conference Hall	1	11.4	5.7	65.55
	GST LAB	1	16.7	17.1	285.57
	Library	1	10.5	7.5	78.75
	Ward 1319	1	13.25	3.5	46.38
	Chit Fund Room	1	16	5.9	94.40
	Wards 2nd to 12th Floor	11	38.3	17.6	7414.88
	B Block				0.00
	Wards Commissioners	1	25.15	11.25	282.94
	Ground floor				0.00
	Fire Room	1	5.85	3.7	21.65
	Driver Room	1	5	2.55	12.75
	Civil &Electrical Room	1	12.45	5.6	69.72
		1	5.65	4.8	27.12
	Exchange Rooms	1	5.15	5.7	29.36
6	Parking side				0
	OFFICERS WING	1	4.65	12	55.80
	OFFICERS WING Officers Rooms 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor	11	10.75	10.75	1271.19
	Wards DC Side Officers rooms 2 <sup>nd</sup> Floor to 12 <sup>th</sup> floor.	11	38.25	16.7	7026.53
Total					18808.83
Grand Total					26664.69
7	Parking &Footpath Area				6525.79

38. The following documents shall be deemed to be form, be read and constructed as a part of this agreement, viz. award letter, acceptance of award of contract, scope of services, all terms and conditions of tender documents, award letter, notice inviting tender, bill of quantities, addendums (if any) and other documents also form part of this Agreement.

Signature of the Contractor  
(Second Party)/ With seal

For and on behalf of the President of India

(Department)  
First party with seal

1. Witness :

Name\_\_\_\_\_

Address\_\_\_\_\_

2. Witness :

Name\_\_\_\_\_

Address\_\_\_\_\_

ANNEXURE-V

**GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757**

**TENDER FOR PROVIDING CLEANING, SANITATION AND HOUSE-KEEPING  
SERVICES IN THE DEPARTMENT OF TRADE & TAXES**

**(ON LETTER HEAD) (to be uploaded on e-tender Portal)**

**UNDERTAKING**

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 do hereby undertake to provide required services to the Department Satisfactorily.
5. 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 me/us as deemed fit under the provision of law.
6. Undertake that the Agency has not been blacklisted by any of the department / organizations of the Govt. of India / Govt. of NCT of Delhi / Government Corporation/ Public Sector Corporation /Private Public Companies or any organization and no criminal case is pending against the firm/agency.

.....

**(Signature of the bidder)**

**Name of the bidder (with seal)**

**ANNEXURE-VI**

**Power of Attorney**

**Subject: Tender for the work of Providing sanitation and housekeeping services in the Department of Trade & Taxes, GNCT of Delhi**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Services Provider to the Authority including but not limited to signing and submission of all bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Services and/or upon award of this assignment to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



wondershare™

**GOVT. OF NCT OF DELHI  
DEPARTMENT OF TRADE & TAXES  
FM BRANCH ROOM NO.1005, 10<sup>th</sup> FLOOR,  
VYAPAR BHAWAN, I.P. ESTATE, NEW DELHI-110002  
Ph. No. 011-23317757**

**TENDER FOR PROVIDING CLEANING, SANITATION AND HOUSE-KEEPING SERVICES IN THE  
DEPARTMENT OF TRADE & TAXES**

**EQUIPMENTS AND MATERIALS FOR CLEANING, SANITATION AND HOUSEKEEPING  
SERVICES**

Department of Trade & Taxes Building has 13 floors and there are 63 toilets, the Contractor will provide/ use the following consumables, items and machines, as per required quantity and of good quality and within the expiry period to carry out day to day housekeeping activities :

1. Auto Scrubber
2. Single Disc. Scrubbing Machines
3. Vacuum Cleaners (Wet & Dry)
4. Manual Sweeper (For roads & parking area)
5. High Jet Pressure
6. Telescopic rods for cobwebs and high reaching areas
7. Normal dusting and sweeping tools.
8. Phenyl
9. Naphthalene balls
10. Detergent
11. Cleaning solution / soap
12. Duster
13. Pochha
14. Broom (i) Phool Jhadu (ii) Nariyal Jhadu (iii) Danda Jhadu.
15. Harpic
16. Floor Brush
17. Toilet Brush
18. Juna
19. Big dustbin
20. Rickshaw trolley
21. Finite
22. Room Duster
23. Toilet Paper
24. Floor Cleaner Machine
25. Jet Pump
26. Plastic Bucket
27. Plastic Mug
28. Uniforms (two summer and two winter) to each Supervisors & Workers
29. Identity Card to Supervisors and Workers
30. Batch to Supervisors and workers

**The agency shall include the cost of the usables, items and equipments while quoting the service charges in the Financial Bid.**