

**Office of the Registrar: Cooperative Societies,
Parliament Street
New Delhi-110001**

Terms and Conditions of the Tender

1. DEFINITIONS

- 1.1 For the purposes of the tender (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
- 1.2 “The Government” shall mean the Government of National Capital Territory of Delhi on whose behalf the Registrar : Cooperative Societies or any officer authorized by the Department/Government shall execute and sign the correspondence and documentation.
- 1.3 “Competent Authority” shall mean the Registrar : Cooperative Societies of the Govt. of NCT of Delhi.
- 1.4 “Agency/contractor” shall mean a tenderer whose tender has been accepted by the Government and is sent a written communication confirming the same.
- 1.5 “The Tender” shall mean the tender form (including earnest money deposit, the notice inviting tender, the terms & conditions) and financial bid.
- 1.6 “Letter of Acceptance” shall mean communication by the Department/Government conveying the acceptance of the offer.
- 1.7 “Department” shall mean the RCS Office of the Government.
- 1.8 “Supervisor” shall mean the full time Housekeeping Manager employed by the tenderer for carrying out the Housekeeping work in RCS Office, Parliament Street.
- 1.9 “Site/ RCS Office” Shall mean the site of work comprising the campus of RCS Office, Parliament Street, admeasuring an area of 3237 Sq Meter (Covered area 1873 Sq Meter and open area 1364 Sq Meter).

2. Exclusions

The following jobs/works/areas are not included in the scope of work of this tender;

- 2.1 Cleaning of External facade from outside which is done by PWD of Delhi Government.
- 2.2 Cutting of grass on lawns, which is done by Horticulture Department, PWD, Delhi.
- 2.3 Monthly/periodic Cleaning of AC ducts, area above false ceiling, switches, tube fittings, AC diffusers that is done by PWD Delhi. However daily dusting will be the responsibility of the sanitation agency.
- 2.4 Dry cleaning and repairs of sofa, chairs, carpets and venetian blinds which will be done by PWD, Delhi but scope of housekeeping includes the vacuum cleaning of these items.

3. Eligibility Conditions:

- 3.1 A registered company, firm or agency having experience of at least five years in Housekeeping Services having minimum annual turnover during the preceding three financial years ending 31st March 2008 of Rs. 5 Lakhs and it should have the experience of undertaking at least three independent projects in House Keeping Services for Rs. One Lakhs each or more or two independent projects in Housekeeping Services for Rs. 1.5 lakhs each or more or one independent project for Rs. 3. lakhs or more, during the preceding one year 2006-2007 is eligible to participate in the tender.

4. SCOPE OF WORK TO BE EXECUTED BY THE AGENCY

- 4.1 The Agency shall be fully responsible for the Housekeeping services in the RCS Office as laid down in the tender and the agency shall work under overall supervision and direction of the Department/Government. The agency shall seek instructions from Department/Government or any other officer authorized by the department/government for the above noted purpose.
- 4.2 The extensive housekeeping work has to be generally done before 9.00 AM or after 6.00 PM on all working days, between 9.00 Am to 6.00 PM general upkeep of the site should be done. The periodic works are to be carried out on Saturdays and Sundays and/or on holidays and/or even during night. No extra payment shall be made by the Department/Government to the agency for working at odd hours.
- 4.3 Sweeping, Mopping, dusting, cleaning and all other allied works have to be completed before 9.00 AM on all working days. In case the work is not completed before 9.00 AM on any working day, then the same shall not be considered for payment for that particular day and prorata deduction will be made for that day and damages of Rs. 1000/- per day for such delay shall also be imposed on the Contractor and will be recovered from the Contractor bills. Some activities such as garbage removal, insecticide/pesticide application etc. shall be completed in the evening after office hours(i.e. 6:00 PM onwards), on day-to-day basis. No spillover of the above work for the next day shall be permitted under any circumstances.
- 4.4 However, regular cleaning of toilets (including fixtures such as WC's, urinals, washbasins etc.) Lobby, Corridors and other areas shall be done continuously during office hours (**at the regular interval of every two hours or less, as per requirement, usage and instruction given by the department from 9.00 AM to 6.00 PM i.e. during office hours and beyond**).
- 4.5 The Contracting agency shall make arrangements to refill the sanitary cubes, deodorizer, and other consumable like Air Fresheners, Phenyl, toilet roll, tissue box and liquid soap for hand wash in all the toilets including officers toilets (approximately 7) and the cost of consumables and cleaning materials will be borne by the contracting agency.
- 4.6 Agency shall arrange to spray air fresheners in the officer's rooms, on daily basis and whenever required, the cost of the spray will be borne by the Agency.
- 4.7 All materials to be used for cleaning and other consumables (mentioned at para 4.5,4.11:1(d)&4.13), shall be in conformity with the specifications/ brand/make of government approved standards. The samples have to be got approved for the department by the Contracting agency.
- 4.8 The work to be carried out under this tender shall also include arranging of vacuum-cleaners, scrubbing and polishing machines and equipments which are required to be used during execution of the work. All the machines used should be appropriate for the surfaces existing on the Site and in no way damage the surface/fixtures/fittings/furniture

beyond normal wear and tear. In case the agency or its employee damages the surface/fixtures/fittings/furniture. The Department will be well within its right to recover the cost of restoring the damaged area and/or impose a penalty on the agency. The decision of the Registrar will be final and binding on the agency.

4.9 For the purpose of housekeeping work, the entire site is broadly divided into three parts, namely carpeted area, non-carpeted area and open area.

4.10 The details of the area covered under this scope of work are as under:-

4.10.1 Covered area 1873 sq. meter
(In rooms)

4.10.2 Toilets Nos/fixtures detail:-
General Toilets

3 Nos.

4.10.3 Officer Toilets

1 Nos.

4.10.4 Attached Toilets In rooms

5 Nos.

4.10.5 Drinking water trough

1 Nos.

4.10.6 Open Area : 1364 Sq-meters including lawns. The open area also includes road and parking .

4.10.7 The above details of the area not to be used for payment. The rates are Lump sum and cover the entire area given in the scope of work and other parts of tender. The tendered amount will not differ if area measurement made by the agency varies from the above-mentioned measurements (which are measurement of plinth areas and not measurement of carpet areas) and no claim for additional payment by the agency on this account will be entertained by the Govt. in this aspect.

4.10.8 The above list does not include computers, machines, other office equipments, internal vertical surface(Granite, marble, glass panels and painted surface etc.), ceiling & fixtures, electric fans etc., whose cleaning is very much within the scope of housekeeping.

4.10.9 The periodicity with which the job is to be carried out at the site is broadly divided into four categories (i) Daily,(ii) Weekly (iii) Fortnightly and (iv) Monthly.

4.11:1 DETAILS OF JOBS TO BE CARRIED OUT DAILY ARE AS UNDER:-

- (a) General cleaning (sweeping, mopping, dusting and any other connected work) of the office rooms, open office halls, conference rooms (Halls), reception, corridors, stores, stairs, Air Handling Unit area, space for water coolers & toilets, parking areas, service area, Multipurpose halls, service roads, pavement and roads surrounding RCS Office etc. and all unspecified areas/ location within the RCS Office.
- (b) Removal of garbage from dustbins in plastic bags, Replacing old plastic bags with new plastic bags. **Carrying of garbage in trolley with high quality rubber wheels. No garbage will be left in the site overnight.** The plastic bag for the dustbins and for carrying the garbage will have to be provided by the agency.
- (c) Removal of waste papers, packing material and any other garbage from the entire premises including the open area.
- (d) Cleaning of workstations, table tops, chairs, almirahs, frames, panels, railings, glasses and cabin partitions with approved cleaning material.

- (e) Stain removal treatment of entire premises including areas of office cabins, halls, conference halls, stores, reception, and toilets etc. and stain removing of the furniture and equipments.
- (f) Air-freshener spray in officer's rooms once in a day and also on requirement basis as directed by the department.
- (g) Cleaning and dusting of computers, keyboards, terminals, printers, Photostat machines, filling cabinets, telephones, fax, telex and typewriters, electric fans and any other article lying on the Site.
- (h) Restocking of toiletries in toilets after intensive daily checking in the morning and at intervals of two hours thereafter, cleaning and scrubbing of toilets, WC's urinals wash basins, floor area of toilets and cleaning and wet dusting / wiping of mirrors, frames etc. in toilet with approved material, re-filling liquid soap dispensers (on daily basis in public toilets and requirement basis in officers toilets), re-filling of toilet rolls/ tissue papers etc.
- (i) Cleaning and dusting of planters, paintings, posters, notice-boards etc.
- (j) Removal of bird droppings and other dirties on the inner walls or on to foot of doors, ventilators etc. as and when required.
- (k) Mosquito/Flies Control treatment will be done to get rid of day-to-day nuisance of mosquitoes/flies. Spraying at all the entry and exit points and reception area to be done on daily basis.
- (l) The biodegradable and non-biodegradable waste shall be segregated and disposed of by the contracting agency on day-to-day basis and required numbers of dustbins will have to be provided by the agency. The agency should follow the government guidelines/Act in this regard.
- (m) Pest control complaints should be attended on all days, Necessary, qualified, manpower for the purpose should be available on the site for immediate attention.
- (n) The above mentioned work from (a) to (m) are to be carried out on all days as per Para-4.3 and also on requirement basis as directed by department, however, two sanitation workers to be kept standby on public holidays to attend any emergency requirement..

4.11.2 DETAILS OF JOBS TO BE CARRIED OUT WEEKLY ARE AS UNDER:

- (a) Machine and Hand scrubbing and through cleaning / washing of the entire floor area by using approved cleaning material and dry/wet mopping.
- (b) Dusting of walls, roofs etc. from top downward and removal of cobweb.
- (c) Polishing of brass / copper fixtures.
- (d) Cleaning of windowpanes and partition door.
- (e) Cleaning of drinking water coolers area, dust bins, buckets etc. with detergents.
- (f) Weekly cleaning and dusting of venetian blinds and brushing of upholstered chairs and sofas.
- (g) Vacuum cleaning of carpeted areas.
- (h) Removal of poster, banners and hoardings inside and outside RCS Office covered in the tender.

- (i) Rodent Control treatment will be done by baiting with and coagulant baits, to irritate the rats which shelter inside the premises. The Bait stations will be checked on weekly basis for inspection and replenish of feed, glue trapping activity will also be done as per requirement basis. For the pest control purpose the sanitation agency can associate with a firm/company holding valid pest control license. The agency should on day-to-day basis suggest the remedial measures for plugging entry and growth of rodents and pest.
- (j) Pest control treatment should be extensively carried out in the Site on every Weekends.

4.11:3 DETAILS OF JOBS TO BE CARRIED OUT FORTNIGHTLY ARE AS UNDER:

- (a) Vacuum cleaning of upholstery of sofas and other upholstered chairs and A.C. grills.
- (b) Cleaning of nameplates and paintings with glass top.
- (c) Adult Mosquito Control (Inside areas of the complex) treatment will be done by means of spraying to get rid of all insects within the premises. This treatment will be done by means of fogging to get rid of Adult insects hidden in A.C. ducts, behind the furniture and all other hidden places.
- (d) Larva Control treatment (along the boundary wall) will be done by spraying of pesticides to stop breeding on any places of stagnant water.

4.11:4 DETAILS OF JOBS TO BE CARRIED OUT MONTHLY ARE AS UNDER:

- (a) Cleaning of floors by shifting and moving furniture's such as sofa, almirahs, table etc.
- (b) General cleaning / dusting of panel, posters, paintings, light fittings fans, tube lights and electrical fittings.
- (c) Polishing of non-carpeted area, cleaning of sanitary / water supply fixtures, wall tiles and etc.
- (d) Removal of cobwebs in back/ hidden areas in places like electrical substations, U.P.S. room, telephone exchange, A.H.U.s etc.
- (e) Removal of weeds from edges of paths / roads, paved-laid area, corners, crevices in terraces etc.
- (f) Insect Control/Disinfestations treatment will be done by means of spraying in Toilets to get rid of ticks, cockroaches, ants, beetles etc.

4.12 The indicative list of Tools and cleaning equipment to be deployed by the agency are as under:-

- (a) 4 wheeled Trolley. (for garbage removal)
- (b) 4-legged stools Industrial of balance ladders
- (c) Industrial Vacuum cleaners- (2Nos.) (wet and dry)
- (d) Heavy duty scrubbing machine (02Nos)
- (e) High Power Jet Machine(01 Nos)
- (f) Heavy duty polishing machine with pads (01 Nos)
- (g) Mops/swabs

- (h) Feather brushes
- (i) Upholstering brushes
- (j) Brooms
- (k) Scrubbing brushes. (hand)
- (l) Squeezes 18", 24" etc.
- (m) Glass squeezes
- (n) W/C brush
- (o) Buckets
- (p) Long handled cobweb brushes
- (q) Metal dust pans
- (r) Nylon scrubbers
- (s) Dusters

4.13: The indicative list of material to be used by the agency is as under:-

- (a) Cleansing agents of standard company for WC's urinal pots etc.
- (b) Detergents of standard company for cleaning wash basin, sinks, refrigerator & other items.
- (c) Liquid soap of standard company for scrubbing of floors & wall.
- (d) Anti-bacterial disinfectants of standard company for cleaning toilets, bathroom.
- (e) Glass cleaning liquid of standard company.
- (f) Deodorizer of a standard company.
- (g) Air-fresheners / Aerosols (eco-friendly) of standard company.
- (h) Urinal cubes (standard company)

5. **Performance Evaluation :**

- 5.1 The performance evaluation of the Sanitation services shall be carried out by the Department/ Government regularly (daily, weekly, fortnightly or monthly basis depending upon the discretion of the department). The agency shall submit daily action plans/ reports to the Department/ Government (for each floor including open areas).'
- 5.2 The department/government shall rate the quality/performance of housekeeping agency/tenderer and the tenderer/agency is obliged to perform to the entire satisfaction of the department.
- 5.3 The open area rating for the following activities/work (indicative list only) will be evaluated.
 - (a) General cleanliness of walls and ceilings.
 - (b) General cleanliness of Toilets.
 - (c) General cleanliness of Window glasses.
 - (d) General cleanliness of furniture/sofa/curtains
 - (e) General cleanliness of EC/ Urinals.
 - (f) General cleanliness of doors/windows.
 - (g) General cleaning of workstations, tabletops, and office equipments.
 - (h) General cleaning of almirahs and racks.
 - (i) General cleaning of partition doors, paneling etc.
 - (j) Cleaning of Planters.
 - (k) Maintenance of corridors.

- (l) Maintenance of open spaces.
- (m) Sweeping/ Mopping of Floors.
- (n) Disinfecting and deodorizing of toilets.
- (o) Control of pests (cockroaches, rodents etc.).
- (p) Any other activity / work identified specified by the department from time to time as per requirement.

5.3.1 The Department/Government reserves the right to satisfy itself about the quality of the Housekeeping services provided by the tenderer. In the event the agency does not achieve the level of satisfactory performance, the tenderer/ agency is liable to be penalized by the deduction in his payment between 5% and 50% depending upon the level and duration of the continued dissatisfaction. The decision of the Department/ Government will be final in this regard.

6. Tender form, Earnest Money and Security Deposit

6.1 Tenderer will submit the tender form for Housekeeping services in RCS Office. Building along with Earnest Money Deposit amounting to Rs. 15,000/- to be paid in the form of Pay Order / Bank Draft in favour of Drawing and Disbursing officer, RCS Office. In no case, cheque and /or cash will be accepted. The tender will not be accepted if it is not accompanied by Earnest Money Deposit as earlier explained.

6.2 The Earnest Money Deposit shall be treated as a Security Deposit if the Competent Authority accepts the offer. The Department shall not pay interest on earnest money or security deposit.

6.3 **The tenderer should submit the duly filled and signed Tender Form along with the following documents. In case the tenderer is found to have not fulfilled any/all of the following requirements, the entire bid is liable to be rejected without assigning any reason thereof.** All documents pertaining to the Firm/Company submitted by the tenderer should bear the same Name and Address as recorded in the Tender Form. In case of any variation, it should be specifically clarified as to whether the charges have been duly notified to the respective Authority and proof of acceptance by such Authority must be attached with the respective document submitted by the tenderer.

6.3:1 Earnest money deposit of Rs.15,000/-(pay order/Bank Draft only).

6.3:2 Original notice inviting tender (to be signed by the tenderer)

6.3:3 Original terms and conditions of tender (each pages to be signed by the tenderer).

6.3:4 Copy of the receipt of Rs.100/- (Tender proforma cost) to be enclosed with tender document.

6.3:5 Valid Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate).

6.3:6 Valid PAN card of the Company/Firm (attach attested copy of PAN card).

6.3:7 Valid Provident Fund Account No. of the Firm (attach attested copy of registration).

6.3:8 Valid ESI No. of the Company/firm (attach attested copy of registration certificate).

6.3:9 Valid Pest control License No. In case Pest Control Service is intended to be sub contracted, sub contractor's Pest Control License Number along with sub contractor's acceptance letter to associate with the tenderer to provide service on site (attach attested copy of License).

6.3:10 The tenderer should have a minimum annual turnover during the preceding three financial years ending 31st March 2008 for Rs. 15 Lakhs in Housekeeping Services. The

details of the turnover for the financial year 2005-06, 2006-07 and 2007-08 should be produced and verified by submitting the copy of Income Tax Return filed for the corresponding years. The tenderer will have to furnish the details of the turn over in House Keeping Services, which should total up to atleast 5 Lakhs for each Financial year, in following Format, on the Letter Head of the Tenderer.

Year	Name of the client	Period Serviced	Amount of Contract	Total for the Financial Year
Apr 2005- March-2006	(a)			
	(b)			
	(c)			
Apr 2006- Mar- 2007	(a)			
	(b)			
	(c)			
Apr2007- Mar -2008	(a)			
	(b)			
	(c)			

Note:- The columns are indicative only and in case more number of clients is serviced during Financial Year, the same can be accordingly added appropriately. The information will be verified before award of tender.

6.3:11 The details of the one single project executed by the tenderer, during the preceding one year (2006-2007) for Rs. One lakhs or more (minimum three)/Rs. 1.5 Lakhs or more (minimum two)/ Rs. 3 Lakhs or more (atleast one)(as given at 3.1 page-2) should be given in the following formate and it should be submitted on the letterhead of the tenderer and the same should be further supported by the certified copies of the work order issued by the tenderer's client(s).

For Rs. One Lakh

S.No.	Name of the Company/Firm for whom the work was carried out by the tenderer	The amount of the work order for one year (2006-2007) (Rs. In Lakhs)
1		
2		
3		

OR

For Rs. 1.5 Lakhs

S.No	Name of the Company/Firm for whom the work was carried out by the tenderer	The amount of the work order for one year (2006-2007) (Rs. In Lakhs)
1		
2		

OR

For Rs. 3 Lakhs

S.No	Name of the Company/Firm for whom the work was carried out by the tenderer	The amount of the work order for one year (2006-2007) (Rs. In Lakhs)
1.		

6.3:12 Tenderer should give the documentary proof of minimum five years experience (for the last five financial years) in providing House-Keeping Services. The experience shown should be for providing continuous service for atleast one year, for each client (piece meal jobs executed will not be counted). This should be given in the following format and it should be submitted on Letter head of Tenderer:

S.No.	Year	Name of the client where the Experience in Providing House Keeping services is claimed (One year or more)
1	2007-08	
2	2006-07	
3	2005-06	
4	2004-05	
5	2003-04	

6.3:13 In the column meant for experience in housekeeping services, the tenderer should give the details of clients serviced during mentioned period. Also attach the attested copies of performance certificate issued by the clients of the tenderer. The minimum qualifying rating for performance certificate is prescribed as Satisfactory. The tenderers who do not attach the minimum of satisfactory performance certificate for the above said period may not be considered and their tender is liable to be rejected. The sample performance certificate to be attached by the tenderer is given below and it should be issued by the client of the Tenderer (on client's letterhead).

Performance Certificate

It is certified that M/s (tenderer) had provided Housekeeping Services to our firm for the premises located at _____ having an built up area measuring _____ Sq.mt. for the period from _____ to _____. The annual financial component of the housekeeping work contract for the above said work is Rs._____. The performance of the firm was satisfactory.

Signature of the client (of the tenderer)
With Seal of the client firm of the tenderer

NOTE- The tender committee may also accept performance certificate in other similar Performa and its decision shall be final.

All the above documents should have the stamp of the Firm or Company; every document/paper mentioned above should be signed by tenderer on every page. (Including the performance certificate issued by tenderer's clients.)

7. Financial Bid:

- 7.1 The tenderer should quote the rate and amount tendered on monthly rate basis in Rupees [in lump sum for the whole job of Housekeeping (including Pest control and consumables) in RCS Office as defined in this tender document] in figures and as well as in words. The rate and amount of the tender should be inclusive of all applicable charges and taxes etc and in accordance with the provisions of Minimum Wages Act, Contract Labour Act, Delhi Works Contracts Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, EDLI, Administrative charges etc.
- 7.2 The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No overwriting in the Financial Bid will be allowed and no blanks should be left, such type of tender is liable to be rejected.
- 7.3 The rates quoted should be in, Lump sum/consolidated per month and shall be valid for a period of tender/contract/agreement including the extended period (if any).
- 7.4 The Tenderer should quote the amount tendered/financial bid in the following format and it should given in the letterhead of the company/Firm/Tenderer.

7.4.1 "FINANCIAL BID FOR HOUSEKEEPING SERVICES IN RCS OFFICE.

"I/We (_____) on behalf of M/S _____
Hereby undertake to carry out entire Housekeeping work (including Pest Control and consumables) as specified in this tender for an amount of Rs._____(in words _____) per month, inclusive of all applicable taxes. This rate/amount will be valid for the period of tender/contract/agreement from the date of offer of the tender and shall also be valid for the extended period (if any), as per the term and conditions of the tender. The rate quoted above is inclusive of all applicable charges, taxes and in accordance with all the statutory liability/provision/rules/regulations like

Minimum Wages Act, Contract Labour (R & A) Act 1970, Delhi Work Contracts Act, etc.” and Provident Fund, ESI, Bonus, Gratuity, EDLI, Administrative charges, etc.

Signature of the Tenderer
With Seal of the Firm”

7.5 The financial bid should have the stamp of the Firm or Company and signed by the tenderer on every page.

7.6 The Financial Bid (as at 7.4.1) shall be enclosed in the same envelope along with other documents mentioned above, however, rate of only those tenderers will be accepted who fulfill all the requirements mentioned from 6.3:1 to 6.3:13, as earlier said at 6.3.

8. Period of Tendered work

The tender will be awarded for a period of two years from the day the selected agency starts providing the Housekeeping Services in RCS Office.

9. Payment of Bills

9.1 Bill payment will be done by Department /Government within ninety days from the date of submission of the bill in respect of undisputed bills. The Agency while preferring the bill for payment will have to certify that the wages (as per Minimum wage act and other Statutory Liabilities) of the employees deployed on site, for the month for which the bill pertains have been disbursed. The wage disbursement will be done in the presence of Authorized representative of Registrar Coop Societies who will accordingly verify the bill.

9.2 Wherever any over payment comes to the notice of Department/Government the same shall be deducted by the Department/Government from any sum due or which at any time thereafter may become due to the agency under this tender/agreement/contract, and failing that, under any other tender/contract/agreement with Department/Government or from the security deposit of the tenderer.

9.3 Department/Government reserves the right to carry out post payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. Department/Government further reserves the right to enforce recovery of any overpayment whenever detected.

9.4 If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the agency or alleged to have been done by the agency under the tender/agreement/contract, it shall be recovered by the Department/Government from the agency by any or all the methods prescribed above or through a Court of law as the situation warrants.

9.5 If any underpayment is discovered, the amount shall be duly paid to the agency by the department/government as and when pointed out and justified.

10. Notice of the Government

Subject to as otherwise provided in this Tender, all notices to be given on behalf of the Department/Government and all other actions to be taken on its behalf may be given or taken by any authorized official by the Department/Government.

11. Legal, Liability and Responsibility of the Agency

- 11.1 It will be the responsibility of the agency to get all the related clearances as applicable under the Indian Government/Delhi Govt. or other State Laws and fulfill the requisite formalities as applicable to the Court as per the requirements of Act & Rules etc.
- 11.2 The contracting agency shall comply with all the statutory requirements as laid down under various Labour Laws/Act/Rules like minimum Wages, Provident Funds, ESI, Delhi Shops and Establishment Act, Bonus, Gratuity, Contract Labour Act, Delhi Works Contract Act and other Labour Laws/Acts/ Rules etc in force from time at its own cost. In case of non compliance or violation of such statutory requirements, the contracting agency shall be liable for any breach or non-compliance as the case may be.
- 11.3 In every case in which by virtue of the provisions of the Workman's Compensation Act or any other Act, the Department/Government is obliged to pay compensation to such person employed by the tenderer in execution of the work, then the Department/Government will be entitled to recover the same from the contracting agency, the amount of compensation so paid.
- 11.4 The contracting agency shall be required to maintain all the relevant records, registers and documents as per requirements under different laws viz. Labour Department of Government of NCT of Delhi, Regional Provident Fund Commissioner, Employee State Insurance Corporation or other local laws etc.
- 11.5 The contracting agency shall indemnify the Department/Government against any payments to be made under and for the observance of the above mentioned various laws and rules.

12. Liability of the Department/Government

- 12.1 The Department/Government shall not provide any residential accommodation to the Housekeeping personnel employed by the agency. No cooking or lodging shall be allowed in the Office of RCS for the staff engaged by the contracting agency.
- 12.2 The Department/Government will be under no obligation to provide employment to any of the employees of the Housekeeping agency during or after expiry of tender/agreement/contract period and the Department/Government recognizes no Employee relationship between Department/Government and the Housekeeping employees deployed by the contracting agency.
- 12.3 The Department/ Government shall not be responsible financially or otherwise for any injury to the Housekeeping personnel in the course of performing the Housekeeping functions as per this tender.

13. Termination of Tender

- 13.1 If the agency at any time makes default in executing housekeeping job with due diligence and care and continues to do so, and / or the Housekeeping agency commits default in complying with any of the terms and conditions of tender and does not remedy it or take

- effective steps to remedy it, or fails to complete the work as per the terms and conditions and does not complete them within the period specified in the notice given to him in writing, the Department/Government may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the contracting agency, shall cancel the contract/agreement after one month notice and security deposit will also liable to be forfeited to the Department/Government. Department/Government, on such cancellation, shall have powers to carry out/execute the work through other agencies by any means at the risk and cost of the contracting agency.
- 13.2 The Department/Government reserves the right to terminate the contract, without assigning any reason, by giving to the tenderer one month notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end without prejudice to any right or remedy that may be accrued to the agency.
- 13.3 If any information furnished by tenderer is found to be incorrect or false at any time, the tender/contract/agreement is liable to be terminated. After one month notice and the security deposit will also liable to be forfeited to the Department/Government.
- 13.4 In case the agency wants to terminate the tender/contract/agreement, it shall have to give three months notice in advance to this effect to the Department/Government.

14. Arbitration

In the event of any dispute arising out of this tender/contract/agreement or in connection with the interpretation of any clause in the terms and conditions of the tender/agreement/contract or otherwise, the matter shall be referred to the arbitrator appointed by the Lt. Governor, Delhi. Courts at Delhi/ New Delhi shall have jurisdictions in connection with any dispute/litigation arising between the parties concerned to the given Contract/Agreement.

15. Other conditions of the tender

- 15.1 The Tender form should be clearly filled in ink legibly or typed and no column should be blank. No interpolation is permissive.
- 15.2 Change in the name of the tenderer during process shall not be allowed under any circumstances.
- 15.3 Every paper of the tender should be signed by the Tenderer with seal of Agency/Firm/Company.
- 15.4 No change in constitution / Share holding of the successful tenderer will be allowed under any circumstances without the prior approval of the Department/Government in writing.
- 15.5 The Department/Government will deduct Income Tax at Source as applicable from time to time.
- 15.6 The Agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry, verbal or written, shall be entertained in respect of acceptance/ rejection of the tender.**
- 15.7 The Contracting Agency shall indemnify the department/government against all the other damages/changes and expenses for which the Department/Government held liable or pays on account of the negligence of the Agency or his servants or any person under its control, whether in respect of accident, injury to the person or damages to the property of

- any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- 15.8 In case any person signing the tender/contract/agreement on behalf of limited Company or Firm, he will produce letter of authority/ resolution passed by the company/firm empowering him to sign the tender/agreement/contract on behalf of the company or firm.
 - 15.9 The Department/Government shall not be responsible financially or otherwise for any injury to the housekeeping personnel in the course of performing the Housekeeping functions, in the RCS Office.
 - 15.10 If any damage / theft is caused to the assets / property / office equipment by Housekeeping personnel and/or supervisor of the agency or otherwise then the contracting agency shall bear the cost of repair or replacement or damages as the case may be.
 - 15.11 Any person who is Government Service or an employee of the department should not be made a partner to the tender by the agency directly or indirectly in any manner whatsoever.
 - 15.12 The contracting agency shall not transfer the tender to any other person in any manner. The agency shall not be permitted to sub-contract the work to any other person/firm/agency except for the purpose of pest control treatment for which agency can associate with a firm/company having pest control license. However the department/government has the right to get the pest control agency changed immediately, if there services are not found satisfactory.
 - 15.13 Any other appropriate provisions as advised by the Department/Government shall be incorporated in the agreement to be executed by the contracting agency and the same shall be binding on both the parties to the ensuing contract/agreement.
 - 15.14 That the successful tenderer shall, take immediate steps to get a license under Contract Labour (R&A) Act, 1970 and Delhi Works Contract Act of Government of NCT of Delhi.
 - 15.15 The agency shall provide a non-judicial stamp paper of Rs.100/- for preparing a contract/agreement. The successful tenderer shall enter into a contract/agreement with the Department/Government as per the terms and conditions of the tender within one month from the issue of letter of acceptance or whenever called upon to do so by the Department/Government whichever is earlier.
 - 15.16 That the agency shall have to provide any additional personnel for allocating any additional Housekeeping duty as directed by the Department/Government or any authorized officer of the department/government in addition to those duties/personnel covered in the tender and the agency shall not claim any extra payment on this account.
 - 15.17 The contracting agency will have to ensure cleanliness of the site by using the requisite quantity and quality of materials to the entire satisfaction of the Department/Government. If the Department/Government indicates that the cleanliness or Housekeeping services are not adequately satisfactory on account of insufficient Tools, material and /or manpower, then additional materials, Tools and/or manpower, as the case may be, will have to be brought in by the agency without charging any extra cost.
 - 15.18 The Tools and material to be deployed must be such that it does not cause any damage to the fittings, fixtures, walls, floor finish and/or other articles lying at the site.
 - 15.19 The Department/Government reserves the right to cancel the tender/contract/agreement or to withhold the payment in the event of non-commencement or non-compliance of terms and conditions to the tender or unsatisfactory performance of the work. In such eventuality Department/Government further reserves the right to get the work done from

- some other agencies and also shall cancel the tender/contract/agreement at one month notice. The contracting agency shall be black listed by the Department/Government for a period of four years from participating in such type of tender of the government and its earnest money/security deposit shall also be forfeited.
- 15.20 The contracting agency shall not employ any person who has not completed Eighteen years of age.
- 15.21 The contracting agency before execution of the work shall specify the actual number of workers to be engaged for housekeeping job. The agency shall also employ supervisor(s) to supervise the job and the supervisor (s) shall have minimum three years experience in the Housekeeping services in Star category Hotel or other similar establishments so as to maintain the building to the required standard and quality to ensure workmanship of the requisite specified degree to the entire satisfaction of the Department/Government. He/She must be able to watch and supervise the work and to test and examine materials to be used. He/She must ensure the maintenance of performance standards and periodicity of cleaning. The supervisor(s) who should be deployed round the clock by the agency shall also receive instructions from the Department/Government and/or any authorized officer of the Department/Government from time to time for carrying out to House-Keeping Services at the RCS Office. As and when any extra work is to be carried out, the agency shall plan and increase the number of workers without claiming any extra payments from the Department/Government.
- 15.22 A complete list of the Housekeeping staff, engaged by the agency for deployment in the site, shall be furnished by the contracting agency to the department along with the complete address and other antecedents to the staff. The agency shall deploy only those staff whose antecedents have been verified by the Delhi Police Authority and the agency should give a certificate to that effect to the department.
- 15.23 Every housekeeping services staff engaged by the contracting agency shall wear the prescribed uniform meant for Housekeeping according to season(i.e. summer uniform in summer and winter uniform in winter season) and a badge bearing his name and designation, while on duty. The said uniform and badge shall be provided and maintained by the contracting agency at its own cost.
- 15.24 Department/Government shall be a liberty to direct and to require the contracting agency to remove from the work any person employed by the Agency (including Pest control agency engaged by it), who in the opinion of Department/Government misconducts himself or is incompetent or negligent in the proper performance of his/her duties or infirm and invalid/or indulge in unlawful activities or the like and such person shall not be again employed on the work without written of the Department/Government.
- 15.25 Water supply for carrying out the work as per this tender shall be given in the toilets only. The contractor shall be required to make his own arrangements to carry the water wherever required by means of base pipes, buckets as per requirement.
- 15.26 All the Terms and Conditions contained in these tender documents will be a part and parcel of the agreement/contract to be executed by the contracting agency with the Department/Government.
- 15.27 Once the competent authority accepts the tender, the contracting agency shall be responsible to provide the Housekeeping services within one week from the date of issue of letter of acceptance.
- 15.28 Canvassing in connection with the tender is strictly prohibited which may disqualify the tender. Tender must be unconditional.

- 15.29 **Tender not conforming to the requirements as per the terms and conditions will be rejected and no correspondence shall be entertained in the regard whatsoever.**
- 15.30 All the intending tenderer are advised to keep a photocopy of the Tender documents with them for their future reference. All the intending tenderers are further advised to visit the RCS Office. Complex with prior appointment from Superintendent (Caretaking) at telephone number 23368749 (to see and to satisfy and understand the scope of work to be executed as per this tender), before participating in the Tender and then quote the rate/amount per month for the work, because no subsequent request of the Tenderer for additional payment/claim on any account will be entertained by the Department/Government under any circumstances.
- 15.31 For any clarification regarding the scope of work and/or any terms and conditions of tender, the intending tenderer can seek clarification from the Supdt (CT) RCS office on any working day in person.

16. Tendering Schedule

- 16.1 Issue of Tender Documents:- This document will be available on non-refundable payment of Rs.100/-(Rupees One Hundred Only)(in cash).
- 16.2 Sale of Tender Document with effect 10.00Am and 1.00 PM on all working days from the Office of Superintendent, Care Taking, RCS Office.
- 16.3 Completed Tender Document should be dropped in the “Tender Box” placed in the Office of Superintendent, Care Taking, from 10.00 a.m. to 13.00 p.m.
- 16.4 **Time date and place of opening of Tender Box:-** At 3.00 p.m. RCS Office New Delhi, i.e. on the same day of closing of bids.
- 16.5** The Sealed Tenders will be opened at 3.30 p.m. and Rate Quoted by each tenderer will be announced by the Tender Evaluation Committee. **However, only those tenders who had submitted the required valid documents as prescribed from 6.3:1 to 6.3:13 and are as per the Terms and Conditions of the Tender Document will be considered as Valid Tender. Financial Bids of these valid tenders will be considered for deciding L1 and award of tender.**

17. Lodgement of Tenders

- 17.1 Ensure paging of all enclosures before putting them into the packet.
- 17.2 All documents mentioned at 6.3:1 to 6.3:13 and the Financial Bid (as prescribed at item- 7.1 to 7.6 shall be placed in a single large envelope superscribed as ‘An offer for Housekeeping Services at RCS Office’ and it should be wax sealed.
- 17.3 The wax sealed tender envelope containing shall be addressed to the Superintendent, Care-taking New Delhi and should be dropped in the tender box placed in the office of the Superintendent (Care-taking) from 10.00AM to 1.00 PM , no tender shall be accepted after 1.00 PM. Tenders received by post shall not be entertained.

18. Rejection of Tender

- 18.1 The entire columns are rows in the Tender format (including Tender form and Financial Bid) should be filled up. Tender incomplete by any means is liable to be rejected without assigning any reason. No interpolation is permissive.

18.2 The RCS of the Government reserves the right to reject any or all tender(s) without assigning any reason thereof.

Check List:-

1. Duly completed tender form.
2. Earnest money deposit (Demand Draft/Pay Order of Rs.15,000/- Fifteen thousand Only) in favour of DDO, RCS office, Government of NCT of Delhi).
3. Notice inviting Tender.
4. Terms and Conditions of the Tender (from item 1 to 18 above).
5. Copy of cash receipt of Rs.100/- for purchase of Tender Document.
6. Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate).
7. PAN Card of Firm/Company (attach attested copy of PAN Card).
8. Provident Fund Account No. of Firm/Company (attach attested copy of certificate).
9. ESI No. of Firm/Company (attach attested copy of certificate).
10. Pest control license No.(attach attested copy of certificate and acceptance letter of sub-contractor, if applicable as prescribed at 6.3:9)
11. The details of the turnover for year 2002-03, 2003-04 and 2004-05 should be shown and verified by submitting the copy of Income Tax Returns of respective financial year. (Para 6.3.10)
12. The details of the Turn over on the Letter Head of the Tenderer as per the Format provided at 6.3:10
13. Details of work executed by the tenderer in its letterhead (as at 6.3:11)
14. Copies of Work Orders(s) issued by Tenderer's clients.(in support of item Para 7.3:11).
15. Details of experience in House Keeping Services (to be submitted in the Letterhead of the Tenderer) as per proforma at item 6.3:12.
16. Performance certificate (attested copies) issued by the clients to the tender,(which should have minimum rating of 'satisfactory') for five years 2004-05, 2003-04, 2002-03, 2001-02 and 2000-01 as per proforma at 6.3:13 or other similar proforma and should be signed by client's authorized signatory and it should also be further signed by tenderer along with the seal of the firm/agency.
17. **Financial Bid in the letterhead of the Firm/Company (as per Para 7.4.1)**
 - The above Documents shall **be placed in a single large envelope** and it should be **wax sealed** and **super-scribed**, as "An offer for Housekeeping services at RCS Office.

Signature of the Tenderer
With Seal of the Firm/ Company

(SATNAM SINGH)
HEAD OF THE OFFICE
RCS Office
Govt. of NCT of Delhi.

Enclosure List

(Fill the page nos., where the documents mentioned are place)

1. Duly competed tender at Page no.....
2. Earnest money deposit (Demand Draft/Pay order of Rs.15,000/- in favour of DDO, RCS Office, Government of NCT of Delhi) at Page no. _____
3. Notice Inviting Tender at Page no. _____
4. Terms and Conditions of the Tender (from item 1 to 18 above) from Page _____ to _____
5. Copy of cash receipt of Rs.100/- for purchase of tender document enclose the cash receipt at Page no. _____
6. Registration No. of the Firm/ Company (Sl No.6 of check list)____ attested copy placed at Page _____.
7. PAN card Firm/Company (Sl No.7 of check list)—attested copy placed at Page_____.
8. Provident Fund Account No. of Firm./Company (Sl.No. 8 of check list)--- attested copy placed at Page_____.
9. ESI No. of Firm/Company (Sl.No. 9 of check list)—attested copy placed at Page_____.
10. Pest control license No, acceptance letter (if applicable), (Sl.No.10 of check list)- placed at Page _____ to _____.
11. Details of Turnover of the Firm/Company to be submitted in the letterhead of the Tenderer (as required at item 7.2:1). Also attach the Income Tax Return to prove the turnover claimed for the preceding three financial years 2001-04. (Sl.No. 11 & 12 of check list)--- placed from Page _____ to _____.
12. Details of work executed by the tenderer in its letterhead (Sl.No. 13 of check list)--- placed at Page_____.
13. Copies of Work Order issued by Tenderer’s clients. (In support of having executed work as per 7.2:2 on page 10-(Sl.No. 14 of check list)--- Attested copy placed at Page_____.
14. Details of experience in House Keeping Services (to be submitted in the letterhead of the Tenderer) (Sl.No. 15 of check list)—placed at Page _____.
15. Attested copies performance certificate issued by the clients of the tenderer, for five years 2007-08, 2006-07, 2005-06 and 2004-2005 (Sl.No. 16 of check list)—copies placed from Page _____ to Page_____.
16. Financial Bid as prescribed in the Check List at Sl. No. 17 on the Letter Head of the Tenderer id Placed at _____.

Place: _____
Date: _____

(Signature of the Tenderer)
with Name & Seal

GOVERNMENT OF NCT OF DELHI RCS OFFICE
TENDER FORM FOR PROVIDING HOUSEKEEPING SERVICES
PARLIAMENT STREET, NEW DELHI-110001

- a. Name of the tenderer [in block letters] _____
- b. Status of the agency whether Public _____
Ltd./ Pvt. Ltd./ Partnership Firm/ _____
Partnership Proprietorship _____
- c. Registration No. and Year of _____
Establishment of Firm/ Company. _____
- d. Name and designation of the Tenderer _____
- e. Name of Father ? Husband of the Tenderer _____
- f. Full residential address of the tenderer _____

- g. Tenderer's Registered office address _____

- h. Tenderer's address for correspondence: _____

- k. Details of Earnest Money
I] Draft/Pay order No : _____
II] Dated _____
III] Bank _____
IV] Amount (Rs. In Words) _____
1. Due Date of Draft/Pay Order _____

I / We the undersigned being the tenderer as mentioned above, hereby apply to the Government for providing Housekeeping Services in the RCS Office, as described above in accordance with the terms and conditions of the tender. I /We have read and understood the terms and conditions of the tender and hereby unequivocally accept the same. The terms and conditions of the tender and the Notice Inviting Tender are also signed and being submitted with the tender form.

(Signature of the Tenderer with
Seal of the Firm/Company)

Place: _____

Date : _____

Note:

- Any Correction in the application form should be fully signed by the tenderer.
- All pages of the tender application form should be fully signed by the tenderer.
- Strikeout items whichever is not applicable.