

Section-1



HUMAN RESOURCE DEVELOPMENT CENTRE

(Council of Scientific & Industrial Research)

Sector 19, Central Govt. Enclave, Kamla Nehru Nagar

Ghaziabad - 201 002 (UP), India

NOTICE INVITING TENDER

In-Charge, Human Resource Development Centre (HRDC) invites sealed tenders in the prescribed format under two bid system – Techno-Commercial Bid (Part-I un-priced) & Financial Bid (Part-II priced) from the full time cleaning/ housekeeping service providers possessing valid registration and license under the relevant statutes including the ESI Act 1984, EPF Act 1952, Contract labour Act 1970, Service tax & TIN registration and PAN card for providing Cleaning & Housekeeping Services in the Centre for a period of one year. Firms having a minimum annual turnover during the last 3 years not less than Rs. 20 lakh in each financial years and the **estimated cost for the work is Rs. 11, 56,716/- based on market rates. The Earnest money of Rs. 23,200/- (Rupees twenty three thousand two hundred only)** will have to deposited by the tenderer along with the tender documents in the shape of demand draft of any nationalized / scheduled bank in favour of **HRDC, Ghaziabad** payable at **Ghaziabad**.

Contractors working with Govt. / large corporate and having successfully carried out minimum one/two/three similar works of amounting 80%/50%/40% value of estimated cost or above in a single contract during last 5 years need to apply with attested proof of fulfilling the above conditions.

Interested firms as mentioned above can obtain the detailed tender document containing the terms & conditions, against a written request on their own letter head from the office of **Controller of Administration, Human Resource Development Centre, Sector-19, Kamla Nehru Nagar, Ghaziabad-201002** against Cash/ submission of a non-refundable Demand Draft of 500/- (Rs five hundred only) drawn on any nationalized/ scheduled bank in favour of **“HRDC Ghaziabad”** payable at **Ghaziabad** on all working days (Monday to Friday) between 10.00 to 15.00 hrs. The time schedule of tendering is specified below:

- | | |
|--|--|
| i) Issue of tender document | : From 22.05.2013 to 31.05.2013 |
| ii) Last date & time for submission of tender | : 04.06.2013 (upto 14.00 hrs) |
| iii) Date & time opening of Techno-commercial Bids | : 04.06.2013 at 15.00 hrs |
| iv) Date & time opening of Financial Bids | : will be intimated to the responsive bidders at a later date. |

In-Charge, HRDC reserves the right to reject any or all the tender in part or full without assigning any reason (s).

Controller of administration
HRDC, Ghaziabad

Section-2

Instructions to Tenderers and General terms and Conditions of Contract

1.0

- 1.1 Council of scientific & Industrial Research (CSIR) is a premier public funded research & development organization in the country (refer websit www.csir.res.in). Human Resource Development Centre (HRDC) at Ghaziabad (refer website: www.csirhrdc.res.in) is a training centre under CSIR which has been established to promote professional and holistic human resource development inter alia through skills and knowledge up-gradation/ refurbishment of its personnel. The Centre is being developed as a well contained, residential, word-class facility.
- 1.2 Sealed tenders with proper personal identification mark, in two parts (Part-I Techno-Commercial Bid - un-priced and Part-II Financial Bid - priced) are invited from eligible firms/ agencies, by In-Charge, HRDC, Ghaziabad on behalf of CSIR for "Cleaning/ Housekeeping service at HRDC, Ghaziabad" for a period of one year from the date of commencement of contract as per agreement.

2.0 Issue of Tender Document

The tender document can be obtained from the officer of Controller of Administration, Human Resource Development Centre, Sector-19, Central Govt. Enclave, Kamla Nehru Nagar, Ghaziabad-201002 by submitting a written request on the letter head against cash/ submission of a non-refundable Demand Draft of Rs. 500.00 (Rupees five hundred only) drawn on any nationalized /scheduled bank in favour of "HRDC, Ghaziabad", payable at Ghaziabad only during all working days (Monday to Friday) between 10.00 hrs to 15.00 hrs from **22.05.2013** to **31.05.2013**.

3.0 Submission of Tender

- 3.1 The tender (containing separate sealed envelopes for Technical Bid Part-1 un-priced & financial Bid Part- II priced) should be submitted in a sealed outer envelope marked on top "Tender for Providing Cleaning/ Housekeeping Services at HRDC, Ghaziabad" and the name and address of the Tenderer at the bottom of the cover on the left. The complete sealed tender addressed to Controller of Administration, Human Resource Development Centre, Sector-19, Central Govt. Enclave, Kamla Nehru Nagar, Ghaziabad-201002 should be deposited in the locked tender box available in the office of Controller of Administration, HRDC, Ghaziabad till **04.06.2013** (upto 14.00 hrs). HRDC shall not be responsible if the tenders are delivered elsewhere or are not delivered on time due to postal or any other delays.

3.2 Precautions while filling the tenders:

The tenderers while filling the tenders should take care of the following:

- (a) Before tendering, the tenderer may visit the site where intended services are to be provided and satisfy himself / themselves as to the conditions prevalent at the site. No

claim on the account shall be entertained by the HRDC under any circumstances subsequently.

- (b) The techno-commercial Bid (Part-I un-priced) envelope must have all the essential document, failing which the tender will be deemed as non-responsive and disqualified for bidding process. The list of documents to be attached is as under:
- i. License to run cleaning / housekeeping services from concerned Govt. Authorities.
 - ii. Authority for signing of the Tender on behalf of firm.
 - iii. Earnest money deposit of Rs.23,500/- (Only through Demand Draft).
 - iv. Proof of experience and value of work(s) as needed above.
 - v. PF, ESI, Service Tax & TIN Registration Certificates.
 - vi. PAN card No.
 - vii. Proof of turnover duly certified by the Chartered Accountant.
 - viii. Testimonial from the Head of the Organization at which the tenderer has provided cleaning housekeeping during the last five year.
 - ix. A certificate regarding Non-relation with HRDC employees as per given draft at "Annexure - V".
 - x. Compliance Report as in "Annexure- VI".
- (c) Financial bid envelope (Part –II Priced) should be sealed with wax / tape and consist of only the Appendix appended to the tender documents showing the rates and the total amount for the tender for cleaning / housekeeping services.
- (d) The rates should be quoted both in words and figures. The rates should be inclusive of all applicable charges, taxes & levies etc. HRDC holds no liability to increase the rate after their acceptance due to any reason whatsoever.
- (e) Tenderer signing the tender should clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director / Manager / Secretary etc., as the case may be. Copies of the document authorizing the signatory to sign the tender on behalf of tenderer should be attached with the tender.
- (f) All overwriting / corrections should be duly signed by the tenderer.
- (g) One bid per bidder – each bidder shall submit only one tender either by himself or a partner in joint venture as a member of consortium. If a bidder or if any of the partners is a joint venture or any of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
- (h) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.

3.3 Late & delayed Tenders:

- (a) Bids must receive in HRDC (G) at the address specified above but not later than the date and time stipulated in the NIT. The HRDC (G) may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the CSIR and the bidder will be the same.
- (b) Any bid received by HRDC (G) after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

4.0 Amendment of Tender Document:

- 4.1 At any time prior to the date for submission of tenders, HRDC may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender documents by amendment.
- 4.2 The amendments shall be intimated in writing or by Post or by FAX or by e-mail to all prospective tenderers on the address intimated at the time of purchase of tender document from the office of Controller of Administration, HRDC and those amendments will be binding upon them.
- 4.3 In-charge, HRDC may, at his discretion, extend the deadline for the submission of tenders suitably.
- 4.4 HRDC, before opening of financial bids, at its discretion may increase or decrease the scope of service required under the tender. In such a case HRDC shall seek fresh financial bids keeping in view the changed scope of services required.

5.0 Opening of Tenders:

The Techno-Commercial Bids (Part-I un-priced) shall be opened on **04.06.2013** at 15.30 hrs in the office of Controller of Administration, HRDC, Ghaziabad in the presence of tenderers or their authorized representative(s) who wish to be present. The Financial Bids (Part-II priced) of only those Tenderers, whose techno-commercial bid is found responsive will be opened at a later date and time to be informed by the HRDC. The tender opening committee (TOC) of HRDC shall open the properly sealed tenders only. Unsealed or improperly sealed tenders shall be rejected. Conditional bids will also be summarily rejected. All the Financial Bids (Part – II Priced) whose Techno-Commercial Bids (Part – I un-priced) have been opened, will be sealed in one envelope acknowledged by TOC and will be kept in the custody of Controller of Administration, HRDC till the date of opening of the same. The Financial Bids of the non responsive tenderers as decided by TEC will be returned to the respective parties at a later date.

6.0 Earnest Money Deposit:

- 6.1 Each tender must be accompanied with an **Earnest Money (EMD) of Rs. 23,200/-(Rupees Twenty three thousand two hundred only)** in the form of a demand draft drawn on any nationalized / scheduled Bank in favour of HRDC, Ghaziabad, payable at Ghaziabad only. No other form will be accepted for submission of EMD.

The said demand draft of the earnest money must be attached with the Techno-Commercial Bid (Part-I un-priced). At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Providing Cleaning/Housekeeping Services at HRDC, Ghaziabad". Tenders submitted without E.M.D. shall not be evaluated or considered.

6.2 The earnest money will be forfeited:

6.2.1 If the Tenderer withdraws his Tender during the period of Tender validity.

6.2.2 If in the case of the successful Tenderer, the Tenderer fails to:

- (a) Sign the contract or to furnish performance security in accordance with General terms and conditions of contract.
- (b) Comply with all the terms and conditions of the agreement.
- (c) Comply with the rules and regulations set forth by Govt. such as PF, ESI etc.

6.3 Return/refund of EMD to the unsuccessful/non-responsive Tenderer(s) will be made after the successful award of tender. No interest shall be payable on it under any circumstances.

7.0 Declaration and Details by tenderer:

7.1 A declaration on all the terms and conditions of the contract must be submitted by the Tenderer as per the Annexure – I, VI & VII.

7.2. Tenderer should also submit the agency profile and details as in the Annexure- II.

8.0 Validity and Evaluation:

8.1. The Tenders should be valid for a period of at least 90 days from the date of opening of the tender.

8.2. Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected.

8.3. Tenders are not transferable under any circumstances.

8.4. The Financial-Bids (Part – II priced) of only those Tenderers will be opened whose Techno-Commercial bids (Part – I un-priced) are found responsive by the office.

8.5. Finally, bids of only techno-commercially qualified and responsive Tenderer will be evaluated for Financial Bids (part – II priced).

8.6. The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and writes in both figures and words. On check if there are differences between the rate quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed.

(i) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer shall be taken as correct.

(ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.

(iii) When the rate quoted by the tenderer in figure and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

8.7 HRDC will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document.

8.8 HRDC will communicate the successful bidder by letter sent through "Registered Post" that his bid has been accepted. This letter (hereafter and in the condition of contract called the "Award Letter") shall prescribe the amount or rates which HRDC will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

8.9 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeit of EMD.

9.0 Acceptance of Tender:

9.1 HRDC is not bound to accept the lowest tender. HRDC also reserves the right to award the work to more than one Contractor depending upon urgency and requirement.

9.2 HRDC reserves the rights to accept one or more Tenders in part or in full or reject any or all Tenders in part or full without assigning any reasons thereof.

9.3 HRDC reserves the right to disqualify such Tenderers who have a record of not meeting the contractual obligations against earlier contracts entered into with CSIR, or with any central or state government agencies.

10.0 The tenderer shall within 10 days of receipt of the award letter or letter of intent gives his acceptance in performance security format for conformity on Annexure –VIII provided with the tender document.

11.0 Performance Guarantee:

For due performance of his/ their obligations under the contract, during the validity, the successful tenderer shall have to deposit immediately after award of work as Security Deposit @ 10% of annual tender value inclusive of already deposited 2% of EMD, which will be free of interest. The security deposit is to be furnished in the form of a Bank Guarantee as per the format furnished by the Centre from any of the nationalized / scheduled bank or in the form of FDR from any one of the scheduled banks in favour of HRDC, Ghaziabad and valid for a period of 15 months from the date of execution of agreement of contract in the form provided in the Tender document at Annexure-VIII.

11.1 The Performance guarantee in the form of a bank guarantee shall be discharged / returned on expiry and successful completion of the contract, within a period of one month from the date of the payment of the final bill. In case of non-execution of the contract, in part or in full, the performance security shall be forfeited , after giving due notice to the contractor in respect of the defective/ improper performance / execution or breach of any of the terms of the contract etc.

11.2 Any sum of money due or payable to the Contractor, including the performance security refundable to him under the contract, may be apportioned by HRDC, against any amount of loss caused/ penalty imposed on the Contractor, which the Contractor may own to HRDC/ CSIR under this contract or any other contract or transaction.

12.0 Signing of contract:

The successful Tenderer shall present himself for signing the contract within two weeks after receipt of Award Letter from HRDC. Commencement of cleaning and housekeeping services shall be made by the Contractor in accordance with the time schedule specified in the tender issued by HRDC.

13.0 Relationship with Employees:

HRDC will debar parties from tendering having relatives working in HRDC and/or any other unit of CSIR. A non-relationship Certificate (at Annexure – V) is required to be submitted.

NB: A person shall be deemed to be a relative of another if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife, or (c) the one is related to the other in the following manner; father, mother (including step mother), son (including step son), son's son's son, son's son's wife, son's daughter, son's daughter's son, wife, daughter's daughter, daughter's daughter's husband, brother (including step brother), brother's wife, sister (including step sister), sister's husband.

14.0 Licence: The Contractor should have a valid license / registration to run cleaning/ housekeeping services

15.0 Delays in performance and liquidation of damages:

- 15.1 Start of services shall be made by the Contractor in accordance with the time schedule specified in the work order. Extension will not be given except in exceptional circumstances.
- 15.2 In case the services are not started on the stipulated date as indicated in the work order, HRDC reserves the right to cancel the work order and / or recover liquidated damage charges to the extent of the charges incurred by HRDC in making alternative arrangements alongwith penalty of Rs.500/- per day for the delay period.
- 15.3 The cancellation of the work order shall be at the risk and responsibility of the Contractor and HRDC reserves the right to award the work at the risk and cost of the defaulting Contractor.

16.0 Penalty:

In case of breach of any conditions of the contract and for all types of losses caused by the Contractor, HRDC shall make deductions as deemed suitable or as specified in the contract, from the bills preferred by the Contractor.

17.0 Labour Regulations and payment of wages:

The Contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules, 1971 before commencement of the work a copy of which he shall submit to HRDC. He shall continue to have a valid license until the completion of work. The Contractor shall also comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefits Act 1961 and Apprentices Act 1961 or the modifications thereof or any other laws relating there to and the rules made there under from time to time. The Contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers required under labour laws. The Contractor shall also produce these records on demand by HRDC authority. If he fails to do so, his failure will be a breach of the contract and HRDC may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Acts.

- 17.1 The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- 17.2 HRDC shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.

18.0 Safety Regulations:

The Contractor shall be responsible to take all precautions to ensure the safety of all the equipment, persons, public & HRDC property.

19.0 Payment Terms:

- 19.1 The Contractor shall pay his workers the minimum wages fixed by the Central Govt./ State Govt. which will include Basic Pay, Special Allowance, EPF, Bonus, Medical Leave, Welfare charges, paid holidays, etc. for unskilled / Semi-skilled/ Skilled workers from time to time, throughout the tenure of contract in the presence of the representative of the In-charge of the HRDC(G). The contractor shall pay wages to multi-task workers employed by him not less than the minimum wages on 7th of every month along with payment slip as per Central Enforcement Authority.
- 19.2 Contractor will submit the **Quarterly pre-receipted bills** in triplicate after satisfactory completion of the work to the concerned officer of the Centre for certification for pro-rata payment in respect of Housekeeping services.
- 19.3 Income Tax, WCT and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
- 19.4 Contractor cannot claim any damages due to loss whatsoever incurred due to unforeseen reasons, which are beyond the control of HRDC(G).
- 19.5 **In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers as per statutory labour laws and there should be no linkage between this payment and settlement of the contractor's bill from HRDC(G).**
- 19.6 In the event of local problems arising while discharging the functions at HRDC(G) the contractor will deal with them appropriately and he will not bring HRDC(G) on the scene for such matters. The Controller of Administration/ Administrative Officer should be kept informed of any such occurrence and the solution found.
- 19.7 In case the Contractor fails to execute/ perform the assigned works or a part thereof, HRDC shall be authorized to make suitable deductions as deemed fit by HRDC from the bills of the Contractor and damages shall be charged to the extent of loss incurred by HRDC. The decision of HRDC shall be final & binding on the Contractor.
- 19.8 In case the contractor does not adhere to the time schedule in carrying out the work or for not doing the work properly, the In-charge, HRDC reserves the right to get the work done from other agency at the cost of contractor plus the departmental charges which will be 20% of the value of work done from the amount due to the contractor without any notice and intimation to the contractor. The recovery statements prepared by the Officer-in-Charge duly approved by In-charge, HRDC shall be final and binding on the contractor.

20.0 Status of the Contractor and its Staff Members:

- 20.1 The Contractor shall have the legal status of an independent Contractor. Neither the Contractor nor its staff members, nor any person deployed by the Contractor or its agents for, or within the framework of, the performance of the services under the present contract shall be considered in any way as being employee of HRDC/CSIR.
- 20.2 HRDC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- 20.3 Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the contractor would pay claims made by these victims. The Contractor shall indemnify and hold harmless the HRDC/CSIR for any claim arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the contractor. The Contractor will fully indemnify the HRDC/CSIR against all claims in this regard.
- 20.4 The Contractor shall, at his expense, take appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the Contractor or its staff members performance under the present contract.
- 20.5 Notwithstanding anything to the contrary contained in this contract, the Contractor shall only be liable, and shall only be required to indemnify the HRDC/CSIR, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the Contractor or its staff members or agents in the performance of this contract.
- 20.6 Any loss sustained by the Centre by way of theft, pilferage or damages to the properties i.e. equipments, fittings, fixtures, furniture or instruments due to negligence or carelessness by the contractor or his workmen solely rest with contractor and shall be debitable to the account of the contractor. The assessed value of the damages shall be deducted from the bills. The decision of the Officer-in-Charge duly approved by In-Charge, HRDC in this regard shall be final and binding on the contractor.
- 20.7 The Contractor shall not use iron buckets which may damage the floors and glazed tiles and only plastic buckets will be used for the above work.
- 20.8 The burning of waste material is not permitted anywhere in the campus. In case of any damage due to such activity, the contractor shall be penalized and the damages estimated by the Centre shall be recoverable from the contractor's bills.

- 20.9 The normal working hours shall be 7.00 AM to 4.00 PM with 12 noon to 1.00 PM lunch break. However in special cases the lunch hours can be changed.
- 20.10 During the above working hour the staff can be deployed for some other works like shifting of furniture, material etc.
- 20.11 Some of our rooms are lying closed which need not require cleaning at present. No deduction in costs is made however in lieu of these spaces either the frequency of cleaning shall be increased or extra work shall be extracted till such time.
- 20.12 The personnel of contractor should observe only closed holidays in a calendar year.
- 20.13 The services of employees of contractor should be made available in HRDC(G) on six day of week basis.
- 20.14 The contractor should be submitted list of employees with bio-data of each employee posted to the Institute along with photo & thumb impression and ID proof should be handed over to the Officer-in-Charge of the HRDC(G). Any changes should be informed immediately.
- 20.15 The supervisor engaged by the contractor should have minimum literacy level i.e. a minimum pass in Standard 10th.
- 20.16 The contractor shall be fully responsible for providing leave benefits, weekly offs, national & Festival holidays etc., to the personnel deployed and as when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

21.0 Prohibition regarding representation through lawyer

The HRDC(G) with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

22.0 In case of Death of the Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, HRDC shall have the option of terminating the contract without compensation to the legal or other heirs of the Contractor.

23.0 Termination of Contract:

- 23.1 Notwithstanding any other provisions made in the contract, HRDC reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- 23.2 If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the

Contractor shall be cancelled and Security Deposit issued to HRDC shall be forfeited without any claim whatsoever on HRDC and the contractor is liable for action as appropriate under the extant laws.

- 23.3 HRDC reserves the right to terminate the contract in part or in full at any time with one week's notice without assigning any reasons thereof.

24.0 Arbitration:

- 24.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration by the Director General, Council of Scientific & Industrial Research, or an Arbitrator appointed by him specifically for resolution of dispute / difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act 1996 and any amendments thereof.

- 24.2 The venue of the arbitration proceedings shall be the office of In-Charge, HRDC at Ghaziabad or any such other place as the arbitrator may decide.

25.0 Force Majeure:

Neither Contractor nor HRDC shall be liable for any delay, default or failure under this agreement if such delays, defaults or failures arose as a direct consequence of recognized force majeure.

Section-3

TECHNICAL DETAILS

Technical details should be provided in the prescribed format i.e. Annexure “I” which should inter alia contain the following:

- a. The tenderer should furnish the proof of his experience of providing sanitation/housekeeping service in Govt. / large corporate. The contractor should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers etc. The details of the supervisory staff and number of field workers for each work to be deployed for this contract should be indicated separately.
 - i) Work done certificate for having successfully carried out minimum one/two/three similar works of amounting 80%/50%/40% value of estimated cost or above in a single contract during last 5 years need to apply.

“Similar work” means execution of cleaning, housekeeping, sanitary works etc. and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work etc.
- b. Tenderer should supply the list & quality of necessary equipment, tools and implements, he possesses for the works such as carts, wheels barrows, trolleys, buckets, baskets, drums, spades, ladders, bamboo, dusters, mops, brushes, brooms, glass cleaning apparatus, vacuum cleaners and the details of such items which can be exclusively deployed for this work.
- c. Earnest Money Rs. 23,200/- will have to deposit by the tenderer along with tender documents in the shape of DD/ Bankers cheque from any one of the nationalized / scheduled banks drawn in favour of **HRDC, Ghaziabad** and payable at Ghaziabad, which will be adjusted towards the Security Deposit, if the contract is awarded to him/her/firm.
- d. The tenderer must have annual financial turnover during the last 3 years ending 31st March of the previous financial year not less than Rs 20 lacs in each financial year which shall be duly certified by a Chartered Accountant.
- e. PAN details of the firm have to be indicated along with a certified copy.
- f. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm.
- g. The persons deployed for work, verification certificate of the persons should be submitted.
- h. Pending against the partners of the firm or sole proprietor or company as the case may be and that has never been punished by Hon’ble Court.
- i. Names/address of two persons who can vouch for the credentials of the contractor and stand surety.
- j. The entire tender document should be duly signed & sealed by the tenderer.
- k. The tenderer shall submit the information regarding his firm in the format enclosed as Annexure “I” as part of Technical bid along with terms& conditions (duly signed) of Cleaning/Housekeeping work at HRDC, Ghaziabad.

- l. The tenderer must have EPF/ESIC Registration number as per the rules to contribute to EPF/ESIC.
- m. The workers must be provided with uniform/shoes and other materials for safety and safe handling of HRDC property, etc by the contractor. They should maintain personal hygiene. They should behave politely and amenable to discipline.
- n. If in the opinion of the HRDC(G) authorities that the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately.
- o. All copies of documents submitted by the tenderer should be attested by a Gazetted Officer or a Notary, otherwise the bids are liable for disqualification. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.

Annexure-I

TECHNICAL DETAILS

S.no.	Particulars	Fill in the details
1	Name of Firm/Tenderer/Company (in block letters)	
2	Permanent Address & Telephone No.	
3	Year of incorporation of the Firm/ Company	
4	Full Post Address: Telephone/Fax No./E-mail	
5	Details of experience of providing housekeeping /sanitation services in Govt. /large corporaye/ educational institution/ reputed organizations for the last five years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclose certificates/ credentials issued by such clients)	(Attach as enclosure & refer here)
6	Details of infrastructure, persons employed, number of offices/branches available HRDC(G) (attach separate sheet)	(Attach as enclosure & refer here)
7	Details of persons exclusively to be deployed for this work.	(Attach as enclosure & refer here)
8	Earnest money of Rs..... Bank Draft No. & date, Banker's Name & Branch	
9	An affidavit duly certified by a Notary that the partners of the firm sole proprietor or company has never been black listed/ not involved in any police case/ vigilance enquiry pending or ever been punished by any Hon'ble Court.	(Attach as enclosure & refer here)
10	Latest Income Tax (with TAN/PAN No.) Professional Tax, Sales Tax, Service Tax & Regn. Nos. (last three years) (enclose photo copies)	(Attach as enclosure & refer here)
11	Details of establishment Registration with date obtained from the various authorities (enclose photo copies)	(Attach as enclosure & refer here)
12	Details of E.S.I.C. Registration with date	
13	Details of E.P.F. Registration with date	
14	Annual turnover during the last 3 years (Enclose photo copies)	(Attach as enclosure & refer here)

Signature of Tenderer

Seal & Address

Date

ANNEXURE- II

TENDERER'S AGENCY'S PROFILE

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

1.	Due date for tender	
2.	Opening time and date of tender	
3.	Name, address of firm/Agency and Telephone numbers.	
4.	Registration No. of the Firm/Agency	
5.	Name, Designation, Address & Tel. No. of Authorised person of firm / Agency to deal with	
6.	Please specify as to whether tenderer is sole proprietor /Partnership firm / company or any other establishment.	
7.	Name, Address and Telephone No. of Heads/ partners etc. be specified	
8.	Copy of PAN card issued by Income Tax Dept.	
9.	Provident Fund Account No.	
10.	ESIC Number	
11.	License number under Contract Labour (R&A) Act.	
12.	Details of Bid Security deposited: (a) Amount:DD No..... (b) Date of issue:..... (c) Name of issuing Bank:.....	
13.	Authorization / Power of Attorney	
14.	Any other information	

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 to abide by them.

Signature of tenderer with seal / stamp

ANNEXURE- VII

UNDERTAKING BY CONTRACTOR

I/We hereby certify that:

The rate quoted is inclusive of cost of disinfectant/acid/detergent of approved quality & make. Brushes/brooms, mops T&P like scrubbing / polishing machine & vacuum cleaner etc. or any other material required as mentioned in the list of consumable items and non consumable items to be provided by the contractor for carrying out the work satisfactorily.

1. Full manpower will be engaged on daily basis for housekeeping/maintenance of all the building to be done on rotation basis as per given schedule or as per instructions of Officer-in-charge.
2. I/we have made the site visit in order to evaluate their level to services to be rendered and quoted accordingly.
3. I/we have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at HRDC(G).
4. We agree that the payment will not be made for the work not carried out by the contractor in any of the specified areas.
5. The housekeeping supervisor will check daily, liquid soap filling in soap dispenser, toilet tissue paper in toilets, Napthalene balls in wash basins, urinal pots, & at necessary places. Odonil air purifier tablets in toilets, day to day emptying of dust bins, garbage & other waste material, etc/
6. Waste material will be collected in polyethylene bags/substitute as approved by State Govt.
7. I/we agree for daily disposal of waste at required places.
8. Housekeeping material stocks will be maintained on monthly basis and material delivery challans will be submitted to the Supervisor/ Officer-in-Charge.
9. I/we will provide staff for shifting of furniture and small equipments as and when required by HRDC(G).
10. The holiday list of the housekeeping staff should be approved by the Competent Authority.
11. I/we agree to pay minimum wages as per the labour Enforcement Authority + PF + ESIC + BONUS + Paid Holidays . Payment will be made on 7th day of every month.
12. Substitute will be made available to HRDC(G) as and when required. Extra man power if any called during conference/ meeting etc. will be provided on 24 hour's notice on pro-rata basis.
13. Branded commodity items will be used.
14. It will be ensured that liquid soap is available throughout the day in all washbasins and sinks.
15. Qualified, experienced Housekeeping Supervisors will be provided.
16. Two sets of uniforms + Identity Card + 1 Pair of safety shoes will be given to all the workers within 15 days of award of work and it will be replaced as and when required.

Contractor's Seal & Signature

Place& Date :.....