

03-10-2016

Notice Inviting Tender

On behalf of the Director General, Indian Council of World Affairs, sealed tenders are invited under 'Two Bid System', i.e., Technical Bid and Financial Bid from reputed, experienced and financially sound Facility Management/Housekeeping companies for providing Housekeeping Services at Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-110001

1. It may be noted that Profit and overheads/Service Charges shall not be 'NIL'. Any offer with NIL or very low profit and overheads/Service Charge shall be considered as unresponsive.

2. Brief Scope of Work

MECHANISED HOUSEKEEPING - FREQUENCY OF CLEANING

Sr. No.	Area	Job	Frequency
1.	Kota/Marble/Granite/Sand Stone, Tile floor etc. in corridors, public areas Canteen, Conference room, Lecture hall, Auditorium, & Library	i. Wet & dry cleaning ii. Buffing of floor iii. Scrubbing of floors iv. Carpet vacuum cleaning	Twice daily once before 9.00 AM & another after lunch hours & as per site requirements Sr. no. ii., iii & iv. on twice a week or as when required
2.	Books & racks	Dusting	Daily basis
2.	Internal Walls/Columns Surfaces with wall panelling/Cladding of stones, wood, tiles, etc.	i. Dry dusting including stain/spot cleaning upto full height. ii. Dry dusting upto roof height including ledges iii. wet mopping signages & display	Daily Weekly Weekly
3.	Ceilings	i. Vacuum cleaning	Twice in a month

		of ceilings	
4.	Doors/Windows	i. Cleaning ii. Stain removing	Weekly -do-
5.	Staircases	i. Cleaning and mopping and dusting of railings ii. scrubbing of steps and railings etc.	Twice a day one before 9.00 AM and another after lunch hours Fornightly
6.	Skirting	i. Scrub Cleaning	Fornightly
7.	Door/Window Glasses	i. Cleaning finger marks/spots & entrance doors ii. Internal side iii. Outer side	Daily Daily Weekly
8.	External Facade of Building	Pressure Washing	Monthly
9.	Toilets	i. Re-filling of toiletries such as fresheners, hand soap odonil, Naphthalene, balls, urinal cubes, toilet rolls etc. ii. Floor wet & dry cleaning iii. Wall tiles cleaning iv. Cleaning WC/wash basin/urinals/CP toilet fitting etc. v. Mirror cleaning for keeping fresh & stain free. vi. Other fittings and fixtures vii. Complete washing including wall tiles etc. (with mild detergent)	Daily before 9.00 AM & subsequently as per requirement Twice a day before 9.00 AM and after lunch hour Daily before 9.00 AM Twice a day once before 9.00 AM other just after lunch -do- -do- Twice a week
10.	All the dustbins in open area within building	i. Complete cleaning from inside and	Dalily

		outside. ii. Providing emptying garbage bags. iii. Dustbins to be provided in all the toilets	Daily and when required As per requirement
11.	Fire Extinguisher wall hangings etc.	i. Dry dusting	Daily
12.	Removal of garbage	i. At NDMC Garbage dump pit	Daily
13.	Circulation area of the premises	i. Brooming / Sweeping & Cleaning	Twice a day

- On Daily basis open/covered parking, entrance and exit areas and any other place within the premises as directed by the competent authorities from time to time, including removal of waste. The cleaners should be provided with proper working Uniforms to be worn during the entire working time.
- Daily removal of garbage/waste paper/packing material and disposal of the same to the NDMC designated places outside the Complex. Cleaning should be done in weekends/holidays, too, if required.
- Brass polishing of sign boards/brass planters and railing of staircase to be done twice a week.
- The company would provide 13 cleaners + 2 supervisors = (15 persons) who will work from 0830 hrs to 1700 hrs
- Bids should be for cleaning services on all days from Monday to Saturday including holidays. All the required consumable items such as cleaning material including garbage bags, toilet roll, c-fold paper, multifold paper, liquid soap, air freshener, brasso, insect killer, naphthalene balls/urinal cubes etc. will be provided by the Indian Council of World Affairs.
- No extra remuneration would be paid to the agency for working on Sundays/Holidays (if required). The company will claim only 26 days wages in a month in accordance with the Government of NCT of Delhi office orders issued from time to time”.
- No extra remuneration will be paid on early coming and extra time working during the events or preparation of events in ICWA.
- In additon, if any other task will be assigned by the Senior Officials of the Council the same would also be followed without extra remuneration

(A) Drainage & Water System

- It will be the responsibility of the contractor to **clean the drains on a regular basis.**

Tender Documents

INDIAN COUNCIL OF WORLD AFFAIRS

REQUEST FOR PROPOSAL (Tender)

PROVISION OF HOUSEKEEPING SERVICES

FOR

SAPRU HOUSE, Barakhamba Road, New Delhi

PART 1- Technical Bid

Proposal – Closing Date and Time: 7.11.2016 .at 1600 hrs.

Proposals will not be accepted after the given deadline.

Bidders are requested to ensure the proposals are received on or before 1600 hours on the date mentioned above.

Hard copies will need to be submitted at the following address:

Deputy Director General
Indian Council of World Affairs
Sapru House, Barakhamba Road,
New Delhi-01

Note: Validity of the Bid 120 days from the last date of submission of the bid.

GENERAL INSTRUCTIONS FOR COMPLIANCE

The tender documents should be submitted in three envelopes duly sealed and clearly mentioning part-1 (Technical Bid) ,part-2 (Financial Bid) & part -3 (EMD draft). These shall then be enclosed in another envelope bearing the Label showing the Name of work for which the tender is being received, the due date and time, and should be addressed to **Deputy Director General, Indian Council of World Affairs, Sapru House, New Delhi.** Tenders submitted without EMD shall be summarily rejected.

Tender shall be handed over to Office of the **Deputy Director General, Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-01** (on or before the due date and time specified). Your tender envelope should be super-scribed in **(Tender for Housekeeping Services).**

The tender shall be signed, dated and witnessed in all places provided for in the documents. All corrections/deletions/scoring out/over writing shall be initialed. Any corrections made in the tender documents by the bidder shall be made in ink only and not by using correcting fluid, and should be duly authenticated. Every page of the tender shall be initialed (signed) by the bidder, and submitted back as a token of accepting the laid down terms and conditions. The bidder shall sign all schedules forming part of the tender including "Brief scope of work"

These instructions shall form part of tender documents and shall be signed and returned along with the tender documents.

Signature of Bidder

Dated:_____

Deputy Director General
Indian Council of World Affairs,
Sapru House, Barakhamba Road,
New Delhi-110001

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

AFFIDAVIT

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

2. I/We are submitting tender for Housekeeping Services against Tender Notice No. _____ dated _____.

3. I/We or our partners do not have any relative working in Indian Council of World Affairs, Sapru House, Barakhamba Road , New Delhi.

4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the bidding documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.

6. If my/our bid is accepted, we commit to submit a performance security deposit in accordance with the bidding documents.

7. The price bid submitted by me/us is “WITHOUT ANY CONDITION”.

8. If any information or document submitted is found to be false/incorrect, department may cancel my/our tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including earnest money (EMD) and blacklisting of my/our firm/company and all partners of the firm/company, etc.

9. I/We also declare that the Government of India or any other Government body has not issued any show cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

10. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that ICWA is not bound to accept highest ranked bid/lowest bid or any other bid that ICWA may receive.

(Signature of the Tender with Seal)

Seal of Notary

Date:

ELIGIBILITY CRITERIA

On behalf of the Director General (DG), Indian Council of World Affairs invites sealed Tenders in Three Envelope system (Technical ,Financial Bid & 3rd for EMD draft) from service providers who fulfill the qualifying criteria as listed below (but not necessarily in order of priority):

Legal valid Entity

- 1) The bidder shall necessarily be a legally valid entity in the form of a Limited Company/firm or a Private Ltd. Company/firm registered under the Company's Act, 1956 or Individual/Partnership firm registered with appropriate authorities for the purpose. Bidding in the form of JV/Consortium is not permitted.
- 2) **Experience:** The said service provider must be in existence for a minimum period of 5 years as on 31/3/2016 from the date of registration and has successfully completed one work of similar nature (Housekeeping Services) with yearly tender value of not less than Rs. 25 Lakhs or two works of similar nature with yearly tender value of each work not less than Rs. 20 Lakhs in the Central/State Government /Ministries/Organization of the Govt. of India/State Govt./PSUs during the last five years. In proof of having fully adhered to minimum eligibility criteria attested copies of work Order for completed works issued by the concerned department shall be accepted. Attested copies of these documents are to be submitted with technical bid.
- 3) The bidder should have a minimum annual turnover of Rs. 5 Crore annually during the past three financial years. The bidder may attach attested copies of audited balanced sheet for the last three years with technical bid.
- 4) Experience of the bidder must include providing of Housekeeping Services to large and modern Government Offices/Residential Complexes of Government/PSU's as defined in 'brief scope of work' company must have minimum of **5 years experience in providing Housekeeping services in Government Offices/Residential Complexes of Government/ PSU's as on 31/03/2016 in the same name.**
- 5) The bidder must give precise profile of its key clients along with satisfactory performance report from at least three of them for services provided to them. A list of clients including clients in Government sector must be provided with proof.
- 6) The bidder should be ready to give performance guarantee equal to 10% of annual contract amount.
- 7) The employees of the bidder deployed at Indian Council of World Affairs, Sapru House should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Government of NCT of Delhi. This will include payment of minimum wages, PF/ESI (Employee's State Insurance). Providing other benefits like bonus, leave, Labour Welfare Fund, cost of uniform etc. to bidder's each employee will solely by the liability of the bidder only.

- 8) **Licenses:** The bidders must have appropriate licenses from Sales Tax Department, Income Tax Department (TIN/TAN/PAN) on their own name. Copies of all relevant documents are to be submitted with the technical bid.
- 9) **Registration:** The bidder must be registered with the Income Tax Deptt., registered under the Labour Laws/Rules, Employees Provident Fund Organization and Employees State Insurance Corporation. Copies of all registration are to be submitted with the technical bid.
- 10) Bidders who fulfill the above minimum conditions send their application along with Earnest Money Deposit and complete details of company profile to the Indian Council of World Affairs at the following address:

Deputy Director General
Indian Council of World Affairs
Sapru House, Barakhamba Road,
New Delhi-110001

- 11) Any wrong or misleading information will lead to disqualification of the bid and forfeiture of EMD.
- 12) The contract will be for one year duration from the date of award, and it could be extended annually upto three years subject to satisfactory performance, on the same terms and conditions.

Last date & time of depositing tenders	7.11.2016 at 1600 hours
Date and time for opening of the Bid	8.11.2016 at 1500 hours

The interested and eligible companies may submit their tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 1 Lakh/- (Rupees One Lakh only) in the form of a Demand Draft/Banker's Cheque from any Nationalised Bank, and other requisite documents by 7.11.2016 at 1600 hours to the Deputy Director General, Indian Council of World Affairs Sapru House, Barakhamba Road, New Delhi-110001

- 13) The Demand Draft/Banker's Cheque for EMD may be drawn in favour of "Indian Council of World Affairs".
- 14) Bidder will also attach/enclose the attested copies of PAN/TAN/TIN/Service Tax No. etc. of the company, while submitting the tender. Any bid not accompanying the relevant documents shall be rejected.
- 15) The Indian Council of World Affairs, reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. **The decision of the Indian Council of World Affairs in this regard shall be final and binding on all:**

Instructions for Bidders

- **Tender Objectives**

The Indian Council of World Affairs invites proposals from House Keeping Services Provider, with intent to enter into an annual contract for providing Housekeeping Services at Indian Council of World Affairs, Sapru House, New Delhi.

- **General Instructions**

- Issuance of this Tender, your preparation and submission of a response and the subsequent receipt and evaluation of your response by Indian Council of World Affairs authority does not commit Indian Council of World Affairs to award a contract to any bidder, even if all requirements started are met.
- Mere submission of information does not entitle the bidder to meet an eligibility criterion. Indian Council of World Affairs reserves the right to vet and verify any or all information submitted by the bidder.
- If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by Indian Council of World Affairs, is found to be incorrect or misinterpretation of facts, then the bid will be liable for rejection and forfeiture of EMD.
- After the selection, the successful bidder must be able to commence the service within 7 days after the award of letter of intent.
- All rates and lump-sum amounts, if any, shall be firm throughout the duration of the contract and no deviations shall be entertained by Indian Council of World Affairs in this context.
- The bidders shall deploy adequate manpower, and resources to ensure completion of work as per stipulated operational timings. No over timings shall be allowed to the staff members.
- Should any new areas of work not envisaged as being part of this Tender document are added, the prices for the new areas of works shall be mutually agreed upon between the Indian Council of World Affairs and the Bidders based on the actual rate analysis or as per the prevailing rates as agreed in this Tender document.

- Indian Council of World Affairs shall provide an office space free of cost to the Housekeeping service Provider only for enabling him to render the services effectively to the Indian Council of World Affairs.
- The authority will make all payments to the service provider for the services rendered satisfactorily on monthly basis in accordance to relevant clauses or conditions of contract.
- Additional staff required other than specified shall be obtained on pro-rata basis.
- The bidder would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the service provider in the Indian Council of World Affairs premises, as stated above in the eligibility criteria.
- **Indian Council of World Affairs reserves the right to remove any person found unfit.**

Place of Work and Site Visits

- Intending bidders shall visit Sapru House before the last date of submission of the tender and shall get themselves thoroughly acquainted with the local site condition.

Validity of the Proposal

Bids shall be valid for a period of 120 days from the date of opening.

- **Late bids**

Bidders are advised in their own interest to ensure that the Tender document reaches the specified office well before the closing date and time of the bid submission. Any bid received after the dead line for submission shall be rejected and returned unopened.

- **Modification and withdrawals**

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

- **Bid Security/Earnest Money Deposit**

- All prospective bidders are required to submit an Earnest Money Deposit for an amount equal to Rs. 1 Lakh/- (Rupees One Lakh Only).
- The EMD shall be in the form of a Demand Draft/Banker's Cheque payable at New Delhi and drawn in favour of Indian Council of World Affairs from any nationalized bank. **Tenders, which are not accompanied by the Earnest Money Deposit/ will be**

rejected. Any exemption for submitting the tenders without EMD will not be accepted.

- The Earnest Money of the unsuccessful bidders will be returned after the expiring of the final bid validity and latest on or before the 30th Day after the award of the contract.
 - **The Earnest money will be forfeited on account of one or more of the following reasons:**
 - The bidder withdraws his bid during the period of bid validity.
 - In case of a successful bidder, the selected bidder fails to sign the agreement in time and furnish performance guarantee amount.
 - The successful bidder would be required to sign the agreement and furnish the Performance/Service guarantee. The EMD of the successful bidder may be adjusted in the Performance Guarantee by depositing the difference in amount of Performance Guarantee or alternatively EMD could be refunded by taking a fresh Security Deposit/Performance Guarantee.
 - Furnishing of any wrong information shall lead to forfeiture of EMD.
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- **Validation of Contract**

The contract shall be valid initially for one year after the issue of letter of intent, but extendable upto a maximum of three years subject to satisfactory performance on the same terms and conditions on year to year basis. If the performance is found to be satisfactory on completion of one year, the contract period will be extended by another year with the approval of competent authority. Similarly, if the performance is found to be satisfactory even on completion of two years, the contract period will be extended to the third year with the approval of competent authority. However, ICWA will have the right to review or cancel contract at any stage of execution with one month of advance notice.

- **Performance/Service Guarantee**
- The successful bidder has to deposit performance deposit guarantee, which will be a 10% of contract amount in favor of Indian Council of World Affairs, New Delhi in form of Bank Guarantee made in the name of the Agency to the Indian Council of World Affairs within fifteen days of the acceptance of the LOA. The PG shall remain valid for a period of 60 days beyond the date of Completion of all contractual obligations of the service provider. The PSD would be returned only after successful completion of the contract. In case, the contract is further extended beyond the initial period of contract the PG have to be accordingly renewed by the contractor for the extended period.

Forfeiture of Performance/Service Guarantee

- **The guarantee amount in full or part may be forfeited in the following cases:**
- When the terms & conditions of the contract are breached.

- When the Service Provider fails to comply with minimum service levels agreed upon.
- Failure of the Service Provider to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance guarantee.
- Notice of reasonable time will be given in case of forfeiture of security deposit.
- Taxes and Duties

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

- Employees

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

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

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Submission of Tender – Guidelines

The bidder should submit the response to tender in a sealed envelope containing the following two envelopes:

Each envelope will be indicating on cover, the specific names so that correct scheduling is done by the ICWA Authority.

Envelope A – Technical Bid: Compliance with Minimum Eligibility Criteria, supporting documents, signed tender documents, EMD and the Tender Fee (in case of downloaded form).

Envelope B – Financial Bid _____

Envelope C – EMD Amount _____

Envelope A – Compliance with Minimum Eligibility Criteria

Cover 1 – Compliance with Minimum Eligibility Criteria, supporting documents, signed tender documents, .

Submitted By: _____

Envelope B – Financial Bid

Cover 2 – Financial Bid

Submitted By: _____

Envelope C – EMD Amount _____

Submitted By: _____

Then these 3 Envelopes shall be placed in one sealed outer Envelope which should be superscribed as:

**“Tender for providing Housekeeping Services at Indian Council of World Affairs,
New Delhi”**

Name of the Bidding Firm: _____

(To be written on bottom left of this sealed envelope)

This one sealed envelope, which will contain three envelopes, should be addressed –

To: Deputy Director General, Indian Council of World affairs,

Sapru House, Barakhamba Road, New Delhi-110001

The bidders shall submit the bids in person within the stipulated date and time. ICWA holds no responsibility for any delay in submission of the bids. In the event of specified date for submission of bids being declared a holiday for the tender inviting authority, the bids will be received up to the appointed time on the next working day. The tender inviting authority at its discretion, may extend the deadline for submission of bids by amending the bid documents, in this case all the rights and obligations of the tender inviting authority and bidders, previously subject to the deadline will thereafter be subject to the deadline as extended.

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Bidder’s description format Summary

Name of the Bidding Firm	
Name of the Authorized Signatory	
Email ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service Tax No.	
Registered Office & Address	
Branch Offices if any	
Total turnover in the latest financial year	
Total staff strength	
Total Technical staff percentage	

- **Bidder information** – More detailed information on the following aspects may be given in typed form.
- **Business Background**
- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in India, by various locations.

Financial Information

- Please provide copies of your company’s audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phones numbers for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what (%) of your business they represent.
 - Who are your bankers? What is the credit limit you enjoy with various banks?
- Certified that the above information is correct to the best of my knowledge. Further, my above firm and I have not been black listed/disqualified/debarred from any of the Government/Semi Government/PSUs or any other agency.
- Signature of Bidder(s).....

Form 'A'

FINANCIAL INFORMATION

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

Years

2013-14

2014-15

2015-16

Gross Annual turnover on Housekeeping works. Profit/Loss.

Signature of Chartered Accountant with seal

Signature of Bidder(s)

INDIAN COUNCIL OF WORLD AFFAIRS

REQUEST FOR PROPOSAL (Tender)

PROVISION OF HOUSEKEEPING SERVICES

FOR

SAPRU HOUSE, NEW DELHI

PART 2 – FINANCIAL BID

Proposal – Closing Date and Time:

7.11.2016 at 1600 hrs.

Proposals will not be accepted after the given deadline.

Bidders are requested to ensure the proposals are received on or before 1600 hours on the date mentioned above.

Hard copies will need to be submitted at the following address:

Deputy Director General
Indian Council of World Affairs
Sapru House, Barakhamba Road
New Delhi-110001

Note: Validity of the Bid – 120 days from the last date of submission of the bid

FORMATS FOR ENVELOPE B – FINANCIAL BID

The commercial offer should be provided in the following format with a covering letter: Date:

Place: _____

To:

Deputy Director General,
Indian Council of World Affairs,
Sapru House, Barakhamba Road,
New Delhi-110001

Dear Sir,

Sub: Financial Bid for Housekeeping Services at Indian Council of World Affairs, Sapru House, New Delhi.

As part of the Bid, we hereby make the following price offer to the ICWA (Indian Council of World Affairs) towards providing the Housekeeping Services at Indian Council of World Affairs, Sapru House, New Delhi.

This summary sheet contains the pattern of deployment of resources as required by the respective service category. All the service heads are being calculated based on the applicable taxes; include service taxes as per State Government of Central Government regulations.

FINANCIAL BID

(In sealed Cover-II super scribed “Financial Bid”)

S.No.	Monthly Charges	Charges (Rupees per month)	Remarks, if any
	LABOUR CHARGES (A) for 13 cleaners		
1.	Wages* (8 hours/six days) per cleaner		
2.	EPF*		
3.	ESI*		
4.	Bonus***		
5.	Service Tax*		
6.	Service Charges**		
7.	Sub-total (A)		

(In sealed Cover-II super scribed “Financial Bid”)

S.No.	Monthly Charges	Charges (Rupees per month)	Remarks, if any
	LABOUR CHARGES (B) for 2 Supervisor		
1.	Wages* (8 hours/six days) per cleaner		
2.	EPF*		
3.	ESI*		
4.	Bonus***		
5.	Service Tax*		
6.	Service Charges**		
7.	Sub-total (A)		
9.	Sub-Total (B)		
10.	TOTAL CHARGES PER MONTH (A+B)		

***The rate/percentage in respect to Wages, ESI, EPF & Service Tax must be quoted as per the latest Gazette notification issued by Govt./Govt. of NCT/from time to time.**

***The supervisor must have passed 12th standard or possess housekeeping diploma.**

****Bidders quoting no Service Charges or very low Service Charges are liable to be rejected**

*****As per the Gazette notification issued by the Govt./Govt. of NCT from time to time. Minimum statutory Bonus payable to the Cleaners/workers under relevant provisions of Payment of Bonus act, 1965 shall be paid.**

We agree to bind by this offer if we are selected as the preferred bidder.

For and on behalf of :

Signature (Authorized Signatory)

Designation:

Note:

1. All the cost heads shall be inclusive of all applicable taxes as per State & Central Government Legislations. The amount quoted should constitute the landed cost of hiring an agency towards providing Housekeeping Services at Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-110001 for a period of one year.

2. a) The payment /wages to its personnel shall be paid to them directly by the contractor through bank or ECS or online transfer to their bank account. It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour/supervisor. The contractor should submit an undertaking/certificate clearly stating the disbursement of salary/wages through bank account of its employees working in ICWA for the respective month before submission of bill.

b) The firm will submit UAN (Unwanted Account Number) of EPF in respect of each & every employee working in the Council on behalf of the firm.

3. The Housekeeping firm will be liable for any disciplinary action/panel action for not implementing the labour welfare laws as applicable and are in force.

4. Incomplete or conditional bids will not be considered/entertained.

5. If it is observed any time during the period of contract that the contractor has demanded bribe from the candidates for enjoining them or any complaint received in this regard, the contract shall be terminated immediately at the cost and risk of the contractor and no earnest money/bank guarantee shall be refunded.

Note: Bidders must read these conditions carefully and comply strictly while sending/submitting their tenders.

- **General Conditions**

Tenders forms shall be filled in ink or typed. No tender filled in pencil will be considered. **The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender and submit the same back to the Council in Envelope-A.**

If any dispute arises out of the **Terms and Conditions of Tender** contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

Income Tax may be deducted at source as per rules.

Change orders

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

Right to accept any bid and to reject any or all bids

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

Site Visits

The bidders shall visit the work place, understand the scope of work thoroughly (even if it is not mentioned in this Tender) and quote for. The bidder shall in coordination with **Deputy Secretary, Indian Council of World Affairs**, Sapru House, Barakhamba Road, New Delhi-visit the site before 4.11.2016 between 1000 hrs to 1600 hrs (official Ph: 011-23317246-49 & 23719125).

Notification of award

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

Force Majeure:

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

- The ICWA may terminate this contract, by giving a written notice of minimum 60 days to the House Keeping Service Provider being unable to perform a particular portion of the services for a period of more than 60 days.

Termination of Contract

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

- **The House Keeping Service Provider shall pay the expenses of stamp duty for execution of agreement.**
- If the House Keeping Service Provider imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the ICWA Officer.
- The Tendering Authority (ICWA) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which House Keeping Service Provider has bid.
- Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected & not be considered and may be returned unopened to the House Keeping Service Provider.
- **Special Conditions**
- The House Keeping Service Provider shall be deemed to have visited the site(s) and made themselves familiar with the working conditions whether they actually inspect the site(s) or not.
- The House Keeping Service Provider or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Government of India for application in NCR area.
- The fair wage referred to in will be deemed to be the same as the minimum wages payable as referred to above.

Payment of other admissible benefits, if any, like bonus, leave etc. to the employees deputed at Indian Council of World Affairs, Sapru House, Barakhamba Road, New Delhi-110001 will solely be the liability of the bidding company, and not that of the Indian Council of World Affairs .

- The tender shall remain open for acceptance for a period of **120 days from the last date of submission.**
- The House Keeping Service Provider shall employ as its representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. **It shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work.**

Code of Conduct and Penalty for Non-Performance

- The House Keeping Service Provider or an experienced supervisor engaged by the House Keeping Service Provider shall personally visit installations under operation daily in every shift and ensure PPM (Planned Preventive Maintenance) is followed strictly. He shall also ensure proper manning of each installation by authorized Technician and by organizing the operators engaged by the House Keeping Service Provider in such a manner that all services are manned, operated as ordered by Management.
- The number of workers as agreed upon for work at the complex shall be available for work as per agreed schedule. **If the number of the employees falls short of the agreement, proportionate wages shall be deducted from the bill for the respective month.**
- **If any of the assigned work is not found satisfactory, an amount of Rupees ten thousand will be deducted for every major deficiency from the bill for the respective month.** The decision of Deputy Director General (ICWA) will be final in this respect.
- Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building.
- House Keeping Service Provider shall provide and maintain all site documents, SOPs, Checklists, Trackers as per engineering best practice for safe and economical running of services. Draft SOPs, Check Lists, PPM (Planned Preventive Maintenance) Schedules shall be forwarded to ICWA for approval before they are placed at site for application within month of acceptance of LOI (Letter of Intent).
- If in case, the ICWA decides to extent the contract after one year, it will solely be based on the basis of the services provided by the company during the course of contract of 1 year.
- **All workers and staff employed by the company shall be employee of the company and will not have any claim of any nature on ICWA. Any dispute arising employer and company will be responsibility of the company and company only.**

Statutory Compliance

The House Keeping Service Provider would need to ensure that the all the statutory requirements for operating building are in force and adhered to. These may include (but not limited to):

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

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Detailed Scope of Work (Technical Services)

- **Housekeeping Services**

Housekeeping Services provided by “House Keeping Service Provider” are of a comprehensive nature, i.e. to provide staff and material for cleaning and upkeep of common areas in the premises. The standard approach is to ensure both visual and hygienic cleaning of the premises at all times which is carried out on a composite daily, cleaning basis and deploy trained, experienced, uniformed and polite housekeeping staff along with proper supervision and control.

All material & appropriate machines for housekeeping services shall be provided by the ICWA.

Garbage collection

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

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

- **Terms of Payment**

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

General Conditions

- The House Keeping Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker’s Compensation policy.
- The House Keeping Service Provider shall recruit, hire, train, supervise and direct employees working in the Services operation. The House Keeping Service Provider is also responsible for transfer and discharge of them. All personnel employed by the

Service Provider shall at all times and for all purposes be solely in the employment of the House Keeping Service Provider.

- The House Keeping Service Provider shall assign personnel of appropriate qualification and experience to perform and fulfill its obligations under this Tender. The House Keeping Service Provider shall take commercially reasonable steps to ensure that staff members performing Services under this Tender are qualified and suitable to perform such Services. The House Keeping Service Provider is obliged to replace, without unreasonable delay and at no cost to ICWA, any personnel whom Council considers lacking the necessary competence or with whom ICWA finds it difficult to collaborate.
- The House Keeping Service Provider will have to ensure compliance with all labour laws/regulations before a contract can be signed. This will include obtaining appropriate license, PF/ESI (Employees' State Insurance) registration, staff employment letters etc. The HKSP will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices. The House Keeping Service Provider will ensure that the total number of staff deployed at any site is agreed with ICWA beforehand and this number is not changed without mutual contract in writing.
- The House Keeping Service Provider shall ensure that all employees assigned by them to perform development of the Services are employees of the service provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between ICWA and House Keeping Service Provider's personnel.
- The House Keeping Service Provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.
- All House Keeping Service Provider workmen should be provided with a uniform and shall work within the ICWA premises in their prescribed uniform.
- The housekeeping standards employed by House Keeping Service Provider must be good in all respects.
- The House Keeping Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- The House Keeping Service Provider should ensure that proper qualified/trained/licensed personnel carry out the jobs and that proper supervision is done for all jobs. All workmen of the House Keeping Service Provider must have valid identifications cards issued by the House Keeping Service Provider to be displayed at all times during duty hours.
- House Keeping Service Provider will have satisfactory records to ensure that the personnel deployed will not have any police records/criminal cases and they are medically fit.
- Cleaners provided by House Keeping Service Provider should be polite, cordial and efficient in the work and should be above the age of eighteen years.
- The House Keeping Service Provider would indemnify the ICWA against any compensation/claim and damages etc. due to accident or injury to its cleaners or Death due to accident otherwise which may arise out of and during the cleaners' duties. The

ICWA would not be liable to pay any damages or compensation to such cleaners or to Third Party.

- If on any day the number of persons (daily cleaners) are found to be less than required number, then the fine of Rs. 1000/- (Rupees One Thousand Only) per person every time will be levied on the Service Provider. The said amount shall be deducted from the monthly invoice of the House Keeping Service Provider.
- The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the Office.
- The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters as all are of confidential/secret nature.
- The Office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the Office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office. The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- No wage/remuneration will be paid to any staff for the days of absence from duty.
- The service provider shall be contactable at all times and message sent by phone/email/Fax/Special Messenger from Office to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Office in fulfillment of the contract from time to time.
- This Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- The Office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the Office shall be forfeited by the Office.
- This Office shall levy appropriate penalty for deficiency in services or for violation of any terms of the contract.