Office of Principal Dronacharya Govt. College, Gurugram

Tender of providing cleaning of premises and housekeeping etc. services in Dronacharya Govt. College, Gurugram

COST OF TENDER AND SCHEDULE OF SUBMSSIONOF TENDER DOCUMENTS:-

i) Procedure for submitting the bids : Two bid system

ii) Cost of Tender

: Rs. 500/- (Non-refundable)

- iii) Earnest Money Deposit (EMD) with tender document: Rs. 10000/-(Refundable)
- iv) Performance security will be deposited by the successful tender at the time of signing of contract : 10% of the Amount of Contract

v) Time and last date of submission of tender documents : .. 26 OF 25, 4:00 PM

vi) Time and date of opening of qualifying/Technical Bid and Financial Bid:

Note:-

All tenderers are requested to read all the tender documents including its terms & conditions and procedures carefully before applying for the tender.

Office of Principal, Dronacharya Govt. College, Gurugram

Eligibility Criteria for the Tenderer

- 1. The Tenderers must have an experience of providing cleaning of premises and housekeeping services in reputed organizations including Govt & PSUs for at least three years including mechanized mops and using suspended gondolas for façade cleaning supported by documentary evidence and must have among list of big clients, at least three Govt./Semi-Govt./ PSUs Certificates of satisfactory performance from these three clients are also to be submitted along with tender.
- 2. The tenderer should have at least;
 - a) One similar work contract of 5lacs or more;

OR

b) Two similar work contracts of 3 lacs or more;

OR

c) Three similar work contracts of 2 lacs or more, executed during the last three years.

Copies of the TDS certificates (form-16A) in respect of these contracts are required to be submitted along with the tender.

- 3. The total turnover of the agency should not be less than Rs. 20 lacs for "cleaning of premises and housekeeping segment" during requisite years of experience as mentioned at (1) above.
- 4. The tenderer must be registered with the following statutory authorities and must also furnish attested copies of supporting documents:
 - a. ESIC, EPF, Income Tax and Service Tax
 - b. Registration under applicable labour laws
- c. Any other registration / license which is mandatory for such agencies stipulated by concerned authorities from time to time including Storage of

Hazardous Chemicals, acids etc.

- 5. The following documents must be submitted along with tender:-
- a. Audited Balance Sheets of preceding three years with Income and Expenditure statement / Profit and Loss Account, Trail Balance & Audit report of last three years.
 - b. Income tax returns of last three years.
- 6. The Tenderer should have sufficient employees on its rolls specifically trained for housekeeping work. Full list of the employees, viz., name, age, employee code, designation, experience in the field of housekeeping, PF, ESI details etc. should be attached with the technical Bid.
- 7. The tenderer should have at least 50 Nos. of captive manpower on his payroll on the day of filing the tender. The tenders having captive manpower less than this will be rejected.
- 8. Principal, Dronacharya Govt. College, Gurugram reserves the right to withdraw/relax any eligibility criteria and in such a situation the tenderers will be given sufficient time to take such changes into account. However, no relaxation will be given as far as statutory requirements are concerned, explicit/implicit.

Terms & Conditions

General Instructions to Tenderers

1. Scaled tenders are invited from eligible and reputed cleaning & housekeeping agencies only for a period of one year from the date of initiation of contract, for providing Cleaning of premises and housekeeping etc. services at Dronacharya Govt. College, Gurugram

2. Agencies shall have relevant three years' experience of having provided similar services to any institutions and Rs. 20,00,000 (Twenty lacs only) turnover annually.

- 3. Tenderer/service agency can collected tender form from the college office on any working day from 9:00 am to 4;00 pm by paying Rs. 500/- (Rupees Five Hundered only)
- 4. A pre-bid meeting shall be held at Dronacharya Govt. College, Gurugram to clarify any queries of the tenderer on date Asias 15. time .. 2500 p.m
- 5. The bids are invited into two parts, i.e. qualifying/Technical Bid and Financial Bid .The qualifying/ Techincal Bid consists of all technical details along with commercial terms and conditions.
- (A) Technical bid should contain the papers to fulfill all the eligibility criteria, certificates of experience, satisfactory performance certificates, undertaking as per instructions, and list of the equipments, tools and tackles required for the job.
- (B) Financial bid should contain the rates quoted for the services to be provided as per the instructions given in this tender document.
- 6. The qualifying/Technical Bid should be submitted by the Tenderer/service agency in sealed cover duly mentioned "Tender for providing Cleaning of premises and housekeeping etc." services at Dronacharya Govt. College, Gurugram.
- 7. The financial Bid duly mentioned financial Bids hould also be submitted in the sealed cover separately. Both the sealed Technical and Financial Bid sould be put in a bigger cover which should also be sealed and duly mentioned "Tender for Providing Cleaning of premises and housekeeping etc. services. at Dronacharya Govt. College, Gurugram

- The tenders received without tender cost and EMD, incomplete tender or tenders without the supporting documents, not agreeing to terms & conditions, shall be summarily rejected.
- 9. The tender must be opened in the presence of authorized representative of the Tender who wish to be present at the time of opening of bidding on in the office of Principal Dronacharya Govt. College, Gurugram.
- 10.If the tenderer/service agency qualifies in the technical bid, then only its financial bid shall be opened. The financial bids shall be opened in presence of such tenderer/service agencys who qualified the technical bid.
- 11. Principal of the college reserves the right to accept or reject any & all tender (s) without assigning any reason (s) thereof. No tenderer/service agency shall have any cause of action or claim against the colleges for rejection of his/her tender.
- 12. Successful tenderer/service agency has to submit performance security of 10% of the amount of tender at the time of signing of contract.
- 13. The performance security will be retained during the contract period & refunded only after 30 days from the date of successfully completion of the contract obligation.
- 14. If the successful tenderer/service agency fails to furnish the performance guarantee on the terms and conditions laid down by the college, the tender will be rejected and the EMD shall be forfeited by the college.
- 15. Technical Bids will be scrutinized, by an evaluation committee constituted by the Principal, Dronacharya Govt. College, Gurugram to check all requisite and relevant documents and their authenticity. Financial Bids of the tenderers, whose Technical Bids are accepted, will be opened on Analysis. at 22 w. Emin Dronacharya Govt. College, Gurugram (Haryana) in the presence of the authorized representatives of the qualifying tenderers, who wish to be present at that time.

GENERAL CONDITIONS OF THE CONTRACT:

- 1. The Tender shall provide cleaning services. He shall ensure discipline amongst his staff and restrict unnecessary movement/assembly of their personnel in premises etc. The Tenderer/service agency shall ensure proper supervision of the duties of his staff through his own supervisor.
- 2. The tender will supply fresh sets of uniform/badges, Identity cards to his workers, who shall wear the same while on duty and also keep their uniform neat and clean and one set of recent passport size photograph for records, of each of his staff employed for duty.
- 3. The tender shall be responsible for the conduct/integrity of his personnel and will also be responsible for any act of omission and commission on their part. He will vouch for their character & integrity.
- 4. College will have no bearing liability what over concerning the persons deployed by the tenderer/service agency for any purpose. The successful tenderer/service agency shall keep the college indemnified against all losses or damages or liability arising out of or caused, imposed in the course of employment of person (s) by him or for any violation of such Acts, Laws of Regulations etc. by him/her, his/her agent or his/her staff.
- 5. The successful tenderer/service agency shall be solely responsible for setting/resolving any dispute/ claim of his/her personnel during the pendency of the contract. No liability shall accrue to college under any circumstances even after expiry of the contract. No claim for continuity of service under contract or otherwise will be entertained by college.
- 6. The tenderer/service agency shall be responsible for payment of any compensation/settlement of any liability arising out of any death or injury caused to the persons employed by him for rendering the jobs on contract under the agreement, under the workmen compensation Act or any act in force at that time.
- 7. The tender shall comply with the provisions of all local laws viz employee state insurance Act. Workmen's Compensation Act, Contract Labour (Regulations and Abolition) Act and the Employee's Provident Fund and Miscellaneous Provisions Act, and the rules made there under and as modified from time to time by the govt.

- g. The tenderer/service agency should deploy his authorized representative for contract.
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- 9. Tenderer/service agency shall not be allowed to sub-let or sub contract any part of this contract/job in any circumstances. The Tenderer/service agency shall also be supervisors/workers. Any damage done/caused to the existing structure/ furniture/ rectified by the Tenderer/service agency at his own risk and cost. In case the the right to deduct it from the performance security.
- 10. The decision of the authorized officials of college regarding the satisfactory standard of cleaning services shall be fine and binding on the tenderer/service agency.
- 11. The Contractor will be responsible for supply / installation / refilling / maintenance of all consumables, items and equipments used in all areas for cleaning of premises and housekeeping purpose.
- 12. The tenderer/service agency will be fully responsible for coordinating with the all concern authorities and have to be present & to provide all necessary details required time to time by higher/relevant authority.
- 13. All the statuary requirement to be complied as per government rules & regulations.
- 14. It will be the responsibility of the contracting agency to meet transportation, food, medical and any other requirements in respect of the persons deployed and ESIC will have no liabilities in this regard.
- 15. Principal, Dronacharya Govt. College, Gurugram shall not be responsible for providing residential accommodation to any of the employee of tenderer.
- 16. All entries in the Tender form should be legible and filled clearly. Any overwriting or Correction which is unavoidable has to be signed by the authorized signatory.
- 17. In case the successful tenderer declines the offer of contract for whatsoever reason(s), his EMD will be forfeited.

- 18. For all intents and purposes, the contractor/ service agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in Dronacharya Govt. College, Gurugram .The persons deployed by the agency in Dronacharya Govt. College, Gurugram shall not have claims of any Master and Servant relationship against Dronacharya Govt. College, Gurugram.Principal Dronacharya Govt. College, Gurugram shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. Principal Dronacharya Govt. College, Gurugram does not recognize any employee employer relationship with any of the workers of the contractor.
- 19. The contract in agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Dronacharya Govt. College, Gurugram to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Principal Dronacharya Govt. College, Gurugram is put to any loss/obligation, monetary or otherwise, Principal Dronacharya Govt. College, Gurugram will deduct the same from the monthly bills and or the Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 20. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. Principal Dronacharya Govt. College, Gurugram shall, in no way, be responsible for settlement of such issues whatsoever.
- 21. The Principal Dronacharya Govt. College, Gurugram shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 22. Any misconduct/ misbehavior on the part of the manpower deployed by the contractor/service agency will not be tolerated and such person have to be replaced by the service agency at his own cost immediately.
- 23. The Principal, Dronacharya Govt. College, Gurugram may order variations in the scope of work through a written variation order based on requirements. The payment of the variation shall be worked out on the basis of contract rate and pro- data variation for additional area for equipments, toiletries etc.

24. The Contractor shall, in performing its part of this Agreement, ensure the safety of the building, its equipments, furniture, fixtures and the persons working/ students or visiting in the Dronacharya Govt. College, Gurugram premises. For any loss or damage caused by any act of the Contractor or its employees or staff etc. the recovery will be made through the contractor/ service agency only.

TERMINATION OF CONTRACT: In the event if service rendered being found unsatisfactory, the contract is liable to be terminated by giving 30 days' notice and performance security deposited will be forfeited. The decision of the principal of the college in this regard will be final.

EVALUATION AND PAYMENT PROCEDURE: The college cleaning committee will start its work such as evaluation, any type of sanctions/orders and payment to the tenderer after getting the financial and administrative sanction from the department of higher education. The Payment will be made in the first week of the succeeding month upon submission of the bill in triplicate. Payment of the bill will be based on duly verified attendance sheet by Officer In-charge in respect of the persons deployed. The payment to the persons deployed in Dronacharya Govt. College, Gurugram will be made by ECS only by the Contractor / Agency and proof of payment of each month may be submitted with the bill for next month. In case it is found that there is under payment, the action including forfeiture of security deposit, black- listing of the contractor and cancellation of contract may be taken.

While submitting the bill for the next month, the services provider must file a certificate certifying the following along with ESI contribution sheet downloaded from ESIC Insurance Portal:-

a) Wages	of	workers	were	credited	to	their	bank	accounts	on
(Acknowledgment by bank enclosed).									
b) ESIC contribution relating to workers amounting to Rs. was deposited on									
(Copy of Challan enclosed with contribution sheet)									
c) EPF Co was deposi								th contribu	- tion

(d) We are complying with all statutory Labour Laws including Minimum Wage Act.

The payment would be made on monthly basis on verification of

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sheet).

attendance sheets, wage Register, monthly ESIC/EPF/Service Tax challan/Deployment sheets/ Duty Roster/ Attendance Sheet duly verified by the designated official of the concerned site/ office, documents in support of salary seventh day of each month and the contractors should get the wages on the capital to meet the requirements of the wage payments. The payment of wages to the staff deployed by the contractor shall not be linked to the payment of bill provide proof of payment of statutory dues, his contract will be liable to be terminated after serving one month's notice. The service Agency shall make payment at all. If the agency does not make payment through ECS, the contract will be liable to be terminated.

DISPUTE RESOLUTION: It is mutually agreed that all differences and disputes arising out of or in connection with this contract shall be settled by mutual discussions and negotiations. In case such disputes and differences cannot be settled the same shall be referred to the sole arbitrator under the provisions of Indian arbitration and conciliation Act 1996 by college (1st Party) at the cost of both the parties in equal measure whose decision will be final and binding on both parties. Any legal dispute will be subject to Place Jurisdiction only.

DURATION/PERIOD OF CONTRACT: The contract will be valid for a period of one year from the date of agreement duly approval by the Director Genral, Higher Education Department, Haryana, Panchkula.

VALIDITY:- The Tenderer shall be valid for a period of at least three calendar months from the date of opening of tenders for the purpose of evaluation of tender.

PAYMENT SCHEDULE: The payment will be made only when the permission/Grant is obtained from office of Director General, Higher Education Department, Haryana quarterly basis. No interest/penalty will be paid on the delayed payment.

Dronacharya Govt. College Gurugram **PERMISSION TO START WORK**: Permission will be given to tenderer for starting work only when the college gets sanction of grant from Director General, Higher Education Department, office.

AGRREMENT: A agreement will be signed between successfully tenderer and Principal on Rs. 100/- Non-Judicial stamp paper between the containing all the terms, conditions and obligations.