

REQUEST FOR PROPOSAL FOR HIRING OF CONSERVANCY SERVICES
FOR DEVELOPMENT CENTRE AT 6TH FLOOR OF MTNL BUILDING
AT BHIKAJI CAMA PLACE

LIMITED TENDER ENQUIRY

M/S _____

As per approved vendor list on LTE basis

RFP No. 35 ADM/CONSERVANCY/823/BC/17-18 Dated 06 Nov 17

1. Bids in sealed cover are invited for Hiring of Conservancy Services (by 05 Unskilled Laborers) for Development Centre at 6th Floor of MTNL Building in Bhikaji Cama Place, New Delhi-110066. Detailed Scope of Contract and terms & conditions of the Contract are listed in Part I to V of this RFP. Please super scribe with the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

- | | | | |
|-----|---|---|--|
| (a) | Bids/queries to be addressed to | : | The Director General
Ministry of Defence,
WESEE
West Block -V, Wing No.1
RK Puram, New Delhi-66 |
| (b) | Postal address for sending the Bids | : | Same as at Para |
| (c) | Name/designation of the contact
Personnel | : | Cdr Rajendra Kumar, EO |
| (d) | Telephone numbers of the contact
personnel | : | 011-26183158 |
| (e) | Fax number | : | 011-26101143 |

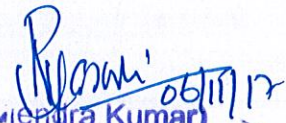
3. This RFP is divided into four parts as follows:

(a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) Part II – Contains essential details of the Schedule of Requirement (SOR), Scope of work, Terms & Conditions, Consignee details etc.

(c) Part III – Contains Standard Conditions of RFP, which will form part of the




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Contract with the successful Bidder.

(d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) Part V– Contains Evaluation Criteria and format for Price Bid

4. This RFP is being issued with no financial commitment and the User reserves the right to change or vary any part thereof at any stage. User also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 29 Nov 2017 (1430 hrs.)** The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should either be dropped in the Tender Box marked as **WESEE** kept near the reception office at main entrance of WEST BLOCK-V or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids: 29 Nov 2017 (1500 hrs.)**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the user.

4. **Location of the Tender Box:** **Ground Floor, West Block-5, RK Puram, New Delhi-66**. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** **Logistic Office, WESEE, West Block-5, RK Puram, New Delhi-66**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Type of Tender and Bid.** This is a **Limited Tender Enquiry** and **no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017**. This Conservancy Services is on **Single Bid** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, GST/VAT/CST



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number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the user in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the user will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the User prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by FAX but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the user not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the User may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

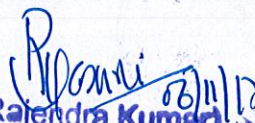
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of Items as mentioned in this RFP.

13. **Validity of Bids:** The bids should remain valid till 120 Days from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit earnest money deposit (EMD) for the amount of ₹ 32,623/- (Rupees **Thirty Two Thousand Six Hundred Twenty Three** only) along with their bids. EMD may be submitted in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque in favour of DG, WESEE from any public/ private sector bank to conduct Govt. business as per form DPM 16 (available on MoD website or can be provided on request). EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.




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The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

14. **Eligibility Criteria:** Firm fulfilling the following criteria are eligible to submit the tenders:-

(a) The bidder must have successfully completed / executed at least one conservancy contract in last three years from the date of issue of this RFP/ tender enquiry with any Govt. Organization / PSUs for an annual value of contract not less than ₹ 05 Lakhs.

(b) As documentary evidence of the eligibility criteria mentioned in subpara (a) above, copies of contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed by the bidder.

(c) Firm should have the following certificates / documents valid as on date of issue of this RFP:-

(i) **ESI Registration Certificate.** (Attested copies of ESI Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(ii) **EPF Registration Certificate.** (Attested copies of EPF Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

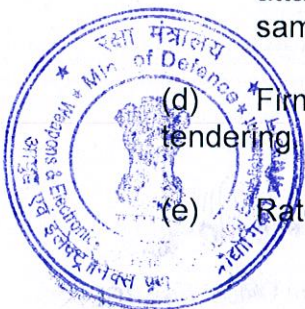
(iii) **GST Certificate.** (Attested copies of Service Tax Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(iv) **PAN Card.** Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary firm (copy to be enclosed).

(v) **Labour License.** Firm should be registered with the Ministry of Labour for hiring of labourers and copy of registration certificate is to be attached. The addresses mentioned in registration certificate should be same as that of the registered firm address.

(d) Firms which are registered in Delhi/NCR areas are only to participate in the tendering

(e) Rates must be quoted clearly and total value should be indicated in words.



(f) Submission of the tender by a tenderer shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasing of any terms and conditions is not permitted.

(g) The Director General, WESEE, reserves the rights not to accept the lowest tender and shall be liberty to reject any or all tenders without assigning any reason whatsoever.

(h) Any firm which has been 'black listed' by any government/semi government organization during the last five years shall not have the right to submit tender bids. If detected at any stage, such firm shall be black listed.

(j) Each form of this contract document is to be signed by the tenderer and following certificate given in the offer letter:-

WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN RFP No. 35 ADM/CONSERVANCY/823/BC/17-18 Dated 06 Nov 17 ARE ACCEPTED BY US.

15. Qualifying bids and commercial bid should be signed by the proprietor/partner of the firm and by the person who is duly authorized and legally competent to do so. A person signing the forms or any documents forming part of the contract on behalf of the firm shall be deemed to have been duly authorized by the proprietor/partner.

16. The tender will be rejected if any cutting/ alteration made in the tender form is not duly authenticated by the signature by the authorized signatory for each cutting or alteration. The format for the tender form for commercial bid is placed at **Appendix A.**

17. The Director General, WESEE reserves the right of extending the date of opening the tenders. The revised date if any will be intimated to the tenderers.

18. Successful tenderer would be intimated by a formal letter of acceptance.

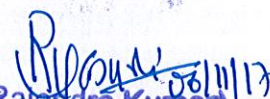
19. The Director General, WESEE reserves the right not to accept the lowest tender and shall be at liberty to reject any or all tenders without assigning any reason whatsoever.

20. This unit reserves the right to call for price negotiation if required. The firm should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.

21. No correspondence/discussions/visits whatsoever will be entertained on the subject unless specially called for by this office after opening the tenders for price negotiations. Any violation of this will render the bid invalid and the firm is liable to be black listed.

22. Completing all other statutory obligations involving contractual labour will be the sole responsibility of the Service Provider. It will be the sole responsibility of the Service




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Provider to keep this office informed regarding submission of statutory formalities and their complete or incomplete status. If it is not adhered to, it may be considered as breach of contract.

23. The Service Provider shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the firm and WESEE, Ministry of Defence (Navy) shall not be party to any dispute arising out of such deployment by the Service Provider.

24. The Service Provider shall be responsible for all commission and omissions on part of manpower/conservancy safaiwala engaged for the purpose. Director General, WESEE, Ministry of Defence (Navy), shall not be responsible in any manner, whatsoever, in matters of health/ injury/death etc. of the Service Provider's employees while performing duties under this contract.

25. The manpower deployed by the Service Provider under this contract shall be the employee of the Service Provider and in no circumstances shall ever have any claim of employment with the WESEE, Ministry of Defence (Navy).

26. **Minimum Wages:** Though the tender is being invited for providing contractual conservancy service through the Service Provider, however, **the Service Provider should ensure payment either equal to or more than minimum wages to the conservancy safaiwalas employed as prescribed/approved by NDMC Letter No. D-1752/श्र.क.वि 2017 dated 28 Jul 17 (copy enclosed for reference) and as amended from time to time.** In other words, minimum wages as entitled to the unskilled workers should be strictly adhered to. The increase/decrease in minimum wages as notified by the NDMC letter from time to time shall be payable to the firm by the Government. To ensure the same, payment to the labours will have to be made only by means of account payee cheque or Electronic Clearing System (ECS)/ NEFT mode of transfer directly to the employees account by 7th of the next month.

27. **EPF, ESI, EDLI:** The amount of EPF, ESI, EDLI shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the Service Provider in the concerned account.

28. The User shall obtain a valid license from the competent Licensing Officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 90 days from the date of award of contract. If the Service Provider is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall automatically stand terminated and the User shall be at liberty to recover losses, if any, from the security deposit cum Performance Bank Guarantee of the Service Provider.

29. The Service Provider shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.

30. The Service Provider shall pay to the labour employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract



Labour (Regulation and Abolition) Central Rules, 1971.

31. The Contractor shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 7th day after the last of the wage period.

32. It shall be the responsibility of the Service Provider to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

33. The Service Provider shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

34. The Service Provider agrees to indemnify the User against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

35. The service provider should enclose the required supporting documents to the Bid as per **Appendix B** of this RFP.

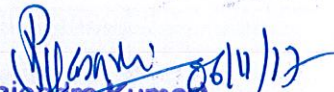
36. **Period of contract:** The period of initial contract will be for one year or as specified in contract. Please note that Contract can be cancelled unilaterally by the user in case services are not good within the contracted. Renewal of hiring of conservancy services will be concluded for a period of one year from date of signing of contract. User shall also have the option to extend the contract upto a further period not exceeding two years on year to year basis. Subject to satisfactory performance by the contractor at the current NDMC rates.

PART II – ESSENTIAL DETAIL OF ITEMS/SERVICES REQUIRED

Schedule of Requirements – Scope of conservancy services on daily basis at Development Center.

1. **Area to be Covered:** All Cabins, Corridors, Walls, Doors, Windows including Panes, Ventilation, Toilets, Water Points, Lunch Area, Officer Lunch Room, Store, AC control room and sixth floor ladder of the MTNL Building spread over 12000 sq. ft.
2. **Detailed Scope of Service:** Conservancy/cleaning services required to be provided by the Service Provider on daily basis are given below:




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(a) **Jobs to be completed by 0845 hrs**

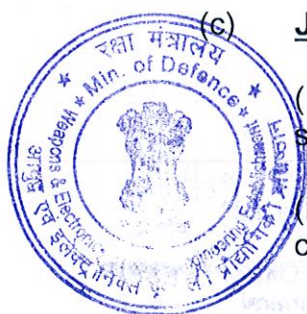
- (i) Sweeping and wet mopping of the all Rooms, Corridors including the spaces under the Cupboards/Almirahs placed in Room Corridors. Removal of dust from Carpets by using vacuum cleaner.
- (ii) Thorough cleanship of the Toilets (02 in Nos.) including WC and Urinals, Washbasins with chemical/detergent twice a day and more often if needed.
- (iii) Provisioning of adequate quantity of Sanitary Cubes, Naphthalene Balls, Air Fresheners, Sanitizers, Liquid Soap having standard ISI brand etc. in the Toilets and other Sanitary Material required for the cleaning at the minimum scale of time.
- (iv) Removal of blockages and clogging in the Washbasins and other Sanitary fittings in the toilets for smooth outflow of waste water.
- (v) Removal of cobwebs in Rooms, Corridors and Lavatories, removal of dust accumulated on the Doors and Walls, Windows Panes and Ventilators, through Washing, Rubbing and cleaning of Corridors.

(b) **Jobs to be completed between 0900 hrs to 1200 hrs**

- (i) Sweeping of open areas including open spaces surrounding porta cabins.
- (ii) Cleaning of the fittings, Tiles (Floor & Wall) in the entire, WESEE premises by using disinfecting material like Phenyl, Harpic, Vim, Surf etc.
- (iii) Cleaning of Cubicle Tables.
- (iv) Cleaning of Lunch areas including attached Sinks and Tiles etc. with Detergents, Chemical once a day and more often if needed.
- (v) Collect all the sweeping, garbage and waste and transport/dispose of the same to the nearest civil garbage pit.
- (vi) Bringing to notice any defect/ difficulties related any kind of works required to be done in toilets and elsewhere.

(c) **Jobs to be completed between 1300 hrs to 1700 hrs**

- (i) Sweeping and Wet Mopping of the all Rooms, Corridors including the spaces under the Cupboards/Almirahs placed in Rooms/Corridors.
- (ii) Sweeping of the open areas including open spaces surrounding porta cabins.



(iii) Thorough cleanship of the toilets (02 in Nos.) including WCs and Urinals, Washbasins with chemical detergent twice a day and more often if needed.

(iv) Cleanship of the fittings, tiles (floor and wall) in the entire, Development Centre premises by using disinfecting material like Phenyl, Harpic, Vim, Surf etc.

(v) Cleaning of cubicle tables.

(vi) Removal of blockages and clogging in the washbasins and other sanitary fittings in the toilets surrounding area of Porta Cabins to smooth outflow of waste water.

(vii) Collect all the sweeping, garbage and waste and transport/dispose of the same to the nearest civil garbage pit.

NOTE:-

(i) The personnel will have to be available through out the working hours. At least (one) each person is required to available in each of the work spaces.

(ii) Mopping of the common areas will have to be done 4 times a day.

(iii) All Sanitary Material viz Brooms, Trolleys, Buckets, Scrubber, Brushes, Cleaning Material/Chemicals etc required to execute the above jobs shall be arranged by the Service Provider.

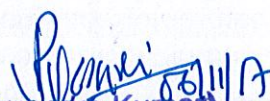
(iv) Payment to the workers/laborer will have to made in the presence of authorized representative and quittance roll to be countersigned in his presence at the time of payment. Payment should be made by **07th of the every month.**

3. **Delivery Period:** During contract period the Service Provider shall provide conservancy services on all working days at WESEE and in addition to the specific requirement projected by the user, Extension of contract period will be at sole discretion of the user.

4. **THE MINIMUM REQUIREMENT OF ESSENTIAL SANITARY MATERIAL FOR DEVELOPMENT CENTER**

Sl. No.	Items	Recommended Brand	Qty. Quarterly
(a)	Phenyl liquid	Reputed brand	10 ltrs
(b)	Bucket Plastic (16 Ltrs)	Reputed brand	03
(c)	Acid (05 Ltrs)	Reputed brand	01
(d)	Naphthalene balls/ Sanitary	Reputed brand	02 kg




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	cubes		
(e)	Colin (500 ml)	Reputed brand	05
(f)	Room Freshener	Reputed brand	10
(g)	Duster Floor (30 x 30)	Reputed brand	01 dozen
(h)	Duster White (30 x 30)	Reputed brand	01 dozen
(j)	Duster White Spl (20 x 20)	Reputed brand	01 dozen
(k)	Garbage Bag (100 Ltrs)	Reputed brand	60
(l)	Hand Brush Round	Reputed brand	02
(m)	Harpic/ Lizorl (for cermaci and marble floor) (500 ml)	Reputed brand	10 ltrs
(n)	Hockey Brush (Unique)	Reputed brand	02
(p)	Jala Brush	Reputed brand	01
(q)	Juna Plastic (Scrubber)	Reputed brand	01 dozen
(r)	Odonil (100 gms)	Odonil	10
(s)	Brooms (Soft)	Reputed brand	10
(t)	Teepol (10 Ltrs)	Reputed brand	01
(u)	Urinal Cube (400 gms)	Reputed brand	01
(v)	Wheel Detergent	Reputed brand	03 kgs
(w)	Wiper Big	Reputed brand	03
(x)	Dettol Hand Wash Liquid	Reputed brand	09

Note:- Above mentioned material are to be deposited with Sailor-in-charge Conservancy Services on quarterly basis. Acid, Soda or any corrosive material will not be used for cleaning floors, contractor will be liable to pay damages occurred in case of any corrosive material used for cleaning of marble/tile flooring, slabs or cleaning of sanitary fitting.

5. **Manpower Requirement**

(a) The manpower required by this establishment on daily basis will be 05 Unskilled worker.

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service Provider) as selected by the User. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract.

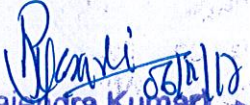


3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the User or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offence by the Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the User to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation. A decision of the User or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider towards any officer/employee of the User or to any other person in a position to influence any officer/employee of the User for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability/ penalty as the User may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the User.

5. **Agents / Agency Commission:** The Service Provider confirms and declares to the User that the Service Provider is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service Provider nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service Provider agrees that if it is established at any time to the satisfaction of the User that the present declaration is in any way incorrect or if at a later stage it is discovered by the User that the Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service Provider will be liable to refund that amount to the User. The Service Provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The User will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service Provider who shall in such an event is liable to refund all payments made by the User in terms of the Contract along with interest




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at the rate of 2% per annum above LIBOR rate. The User will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to books of Accounts**: In case it is found to the satisfaction of the User that the Service Provider has engaged an Agent or paid commission or influenced any person to obtain the Supply Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Service Provider, on a specific request of the User, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents**: Except with the written consent of the User/ Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages**: In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, supply also deduct from the Service Provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages the stores/goods/conservancy services not higher than 10% of the value of delayed stores/conservancy services.

9. **Termination of Contract**: The Service Provider shall have the right to terminate this contract in part or in full in any of the following cases:-

(a) The delivery of the material/ conservancy services is delayed for causes not attributable to Force Majeure for more than (01 week) after the scheduled date of delivery.

(b) The Service Provider is declared bankrupt or becomes insolvent.

(c) The delivery of material/ conservancy services is delayed due to causes of Force Majeure by more than (02 weeks) provided Force Majeure clause is included in contract.

(d) The User has noticed that the Service Provider has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

(f) The Service Provider shall have the option to terminate the contract at any stage, by giving clearly 90 days notice in advance. Director General, WESEE, Shall have the right to terminate the contract at any stage, without assigning any reason whatsoever with 30 days notice.

10. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.



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Commander
Establishment Officer (WESEE)
for Director General

11. **Transfer and Sub-letting**: The Service Provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Taxes and Duties**:

(a) If Bidder desires to ask for GST/ extra the same must be specifically stated and SAC code must be mentioned in every invoice/ bills. In the absence of the any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

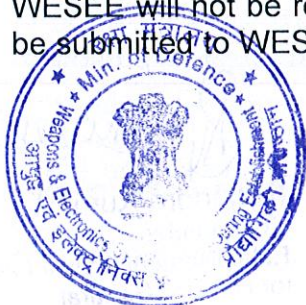
(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

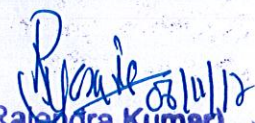
(d) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the user by the Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service Provider.

14. **Police Verification**: At all times, the service provider will be responsible to ensure that workers engaged by him are security cleared by Police Station of worker's residential area. Police Verification is to be submitted at least 10 days prior to commencement of the contract. The service provider will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state.

15. **Uniform**: The Conservancy staff deployed by the Service Provider shall be in distinct/ neat uniform including shirt/ trouser and distinct suit/ saree with apron for women conservancy staff, with logo of the firm embossed. Samples of the **uniform** are to be approved by the Contract Operating Authority at least 10 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum.

16. **EPF/ESI**: Service Provider will be responsible for EPF/ESI of labors employed. WESEE will not be responsible for EPF/ESI. Copy of EPF/ESI account no. of labors is to be submitted to WESEE for record. Specimen of the EPF/ESI form is placed at Annexure-




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Commander
Establishment Officer (WESEE)
for Director General

III.

17. **Wages:** Service Provider will pay daily wages as promulgated by NDMC from time to time. Copy of minimum wages of NDMC is to be submitted to WESEE by the Service Provider.

18. **Material:** Service Provider should provide the material for cleanliness as mentioned at para 4 on quarterly basis for one year.

19. **Replacement of Labourers:** Any replacement due to any other reason of labourers deployed by service provider should be in knowledge of Establishment Officer by giving an application in 15 days advance. Also the contractor shall ensure that unwanted replacement/ change of staff within 06 months of employment to be avoided. The Service Provider shall change the contract labourer with-in 24 hrs. If the concerned person shall commit any of the following:-

- (a) Any act of Disobedience.
- (b) Negligent performance of duty.
- (c) Any act of dishonesty.
- (d) Indulging in illegal activity which may jeopardize the interest of the Govt. and User.
- (e) Any other misconduct.
- (f) Use of alcohol or any other drugs while on duty or on the premises of the Canteen.

20. **Responsibility of payment of wages as per Section 21 of CLRA – 1970.**

21. **Registers and other Records to be maintained, Section 29 of CLRA 1970**

(a) The registers and records that will be maintained by Indian Navy is Register of Service Provider on Form III and Form XII of CLRA – 1970 by Establishment Officer.

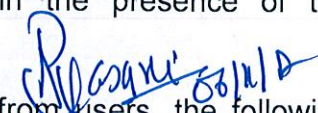
(b) The registers and records that will be maintained by Service Provider are as follows:-

- (i) Register of persons Employed on Form XIII of CLRA-1970.
- (ii) Employed Card on Form XIV within three days of employment of each worker.
- (iii) Service Certificate on Form XV is to be issued to every worker on termination of employment for any reason.

(iv) Wage Slip as per Form XIX of CLRA-1970, which will be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.

22. **Warning Clause:** In case any complaint is received from users, the following




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penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/ material supplied:-

- | | | | |
|-----|--------------------------|---|---|
| (a) | First Complaint | - | Verbal Warning. |
| (b) | Second & Third Complaint | - | Written Warning/ Show cause notice |
| (c) | Fourth & Fifth Complaint | - | Deduction of ¼ amount of the monthly bill. |
| (d) | Sixth Complaint | - | Issue of show cause notice for termination of Contract and PBG of the contract will be forfeited. |

23. ASSURANCE

The article maintained under the contract shall be:-

- (a) The Service Provider shall be responsible for satisfactory service and shall obtain a certificate from users at least once a month of his service.
- (b) The Service Provider shall be required to do the work at within the given time in the contract. If, for any reason, the firm is not able to do so with in 02 working days, the work shall be got done from some other firm or from the open market at the cost of Service Provider and the expenditure so incurred thereon shall be recovered. This may even entail the termination of the contract.
- (c) In case of the Service Provider fails to cope up with the work load or does not render satisfactory services the contract awarded to him shall be cancelled by giving 30 days notice without assigning any reason whatsoever. In this connection, decision of the undersigned shall be final and the binding of the Service Provider.
- (d) It will be obligatory on the part of Service Provider to make good all the deficiency related to conservancy services.

PART IV – SPECIAL CONDITIONS OF RFP

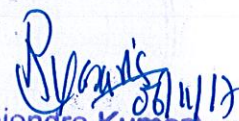
The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service Provider in the Contract) as selected by the User. Failure to do so may result in rejection of Bid submitted by the Bidder.

Note: This is a Limited Tender Enquiry and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of contract. The specimen of PBG is given in Form DPM-15.

2. **Option Clause:** The contract will have an option clause, wherein the user can




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exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of the contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the user to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the user can order upto 50% quantity of the items under the present contract within six months from the dated of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the user to place the repeat order or not.

4. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, user reserves the right to 25% plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms & condition and prices quoted by the service provider. While awarding the contract, the quantity ordered can be increased or decreased by the user within this tolerance limit.

5. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

- (a) The following components will be paid every month:-
- (i) Wages paid as per the Minimum Wages promulgated by NDMC.
 - (ii) Service Charges per day.
 - (iii) EDLI & Admin Charges.
 - (iv) Employer EPF share.
 - (v) Employer ESI share.

Monthly payments on submission of User clearance certificate in respect of contract.

6. **Advance Payments:** No advance payment(s) will be made.

7. **Paying Authority:** The DCDA (Navy), Project Seabird, 1st floor, West Block-V, RK Puram, New Delhi-110066.

(a) The payment of bills will be made through DCDA (Navy), New Delhi on submission of the following documents by the Service Provider to the Paying Authority along with the bill:



(i) Ink-signed copy of contingent bill / Service Provider's bill.

(ii) Ink-signed copy of Commercial invoice / Service Provider's bill.

(iii) Copy of Work Order/Contract where required under delegation of

(Signature)
(Rajendra Kumar)
Commander
Establishment Officer (WESEE)
for Director General

powers.

(iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST receipt, Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in work order/contract).

(vi) Any other document / certificate that may be provided for in the Work Order / Contract.

(vii) Copy of attendance sheet duly countersigned by authorised rep of User.

(viii) Xerox copy of PBG.

(ix) Copy of EPF and ESI challan of preceding month along with details of amount deposited in the account of each employee.

8. **Financial Capabilities of Firm:** The firm should have financial capability to provide the services. The payment to the labourers will not be linked to clearance of bills by the DCDA (Navy).

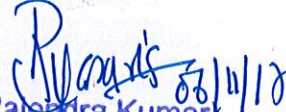
9. **Fall Clause:** The following fall clause will form part of the contract placed on successful Bidder.

(a) The price charged for the stores supplied under the contract by the Service Provider shall in no event exceed the lowest prices at which the Service Provider sells the stores or offer to sell stores of identical description to any persons/ Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all work orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Service Provider reduces the sale price, sells or offer to sell such stores to any person/ organisation including the user or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Service Provider.




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Establishment Officer (WESEE)
for Director General

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Service Provider shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all work orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract.

10. **Risk & Expense Clause:**

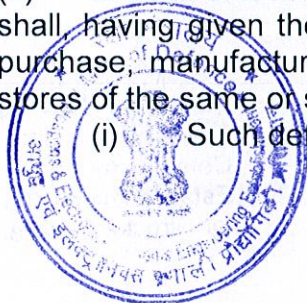
(a) Director General, WESEE will not be responsible for any injury or loss of life of any worker of the Service Provider if it may take place on duty. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the Service Provider.


(b) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the User shall after granting the Service Provider 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(c) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the Service Provider during the check proof tests to be done in the User's country, the User shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(d) In case of a material breach that was not remedied within 45 days, the User shall having given the right of first refusal to the Service Provider be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.




(Rajendra Kumar)
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Establishment Officer (WESEE)
for Director General

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

11. **Service Charge, Cleaning Materials & Uniforms:**

(a) Service charges are to be quoted as a whole amount for per day which may include the various components like Stationery, Pay bill generation & correspondence for EPF & ESI, Correspondence for maintenance of attendance etc, Maintenance of register & correspondence for labourer commissions as per CLRA 1970, Telephone charges, Rent, Electricity charges, Profit and other overhead expenses including cost of uniforms.

(b) If a firm quotes Nil charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

(c) Cost of uniforms and cleaning material are to be quoted separately as per format enclosed.

(d) The tenders of the firms quoting unreasonably low cost of cleaning material & uniforms will not be entertained and may be delisted from the given range of the services.

(e) The L1 firm will be the lowest acceptable quote other than those disqualified vide para (b) to (d) above.


PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria:** The guidelines for evaluation of bids will be as follows:

(a) Only those bids will be evaluated which are found to be fulfilling all the eligible and qualifying requirements of the RFP, both technically and commercially.

(b) The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the price format given at Para 14 of **Appendix –A**.

(c) The lowest Acceptance Bid will be considered further for placement of contract order after complete clarification and price negotiations as mutually agreed.


(Rajendra Kumar)
Commander
Establishment Officer
for Director General

Appendices: A – Commercial bid format
B – List of supporting documents required for the Bid.



Appendix A
(Refers to Para 16 of part I of letter)

RFP No. 35 ADM/CONSERVANCY/823/BC/17-18 Dated 06 Nov 17

TENDER FORM FOR HIRING OF CONSERVANCY SERVICES

COMMERCIAL BID

1. Tender to be addressed to : Director General, WESEE, West Block-V,
Wing 1, RK Puram, New Delhi-110066
2. Tender to be submitted to : Director General, WESEE, West Block-V,
Wing 1, RK Puram, New Delhi-110066
3. Period of validity of quotation :
4. Name of the company with registered
address and Phone/Fax/Mobile numbers
and name of contact person.
5. Present address with phone/fax/mobile
Numbers and name of the contact person
6. EPF registration number of the firm
(Copy of certification and copy of receipt
of latest premium to be attached)
7. ESIC registration number of the firm
(Copy of certification and copy of receipt
of latest premium to be attached)
8. GST/SAC registration number of the firm
On the firm's registered address or concerned
certificate for change of address as above
(Attested latest challan)
9. PAN No. (self attested copy to be enclosed)
10. Whether recognized/licensed by the Ministry
of Labour for employing labour. If yes please
Enclose a copy of valid recognition certificate/
license issued by **Ministry of Labour**.
11. Whether you are in a position to provide the workmen


(Rajendra Kumar) 06/11/17
Commander
Establishment Officer (WESEE)
for Director General

and material regularly for the contract period (Answer in Yes/No. if No, indicate number of manpower you can supply, if contract is awarded to your firm.

12. Previous experience of providing conservancy services in the govt. offices
(Attach supporting document if any)
13. Performance certificate of the firm be enclosed for proceeding three years. The firm having done business of at least **average seventeen lakh** during the last three years may only apply.
14. Material and manpower proposed to be deployed.
15. Consolidated charges including material/machine, taxes, levies etc. on per day basis for conservancy contract for WESEE (Includes 05 unskilled workers). Please mention in details.

Sl. No.	Description	Unskilled Labourers Rates (per day)
(a)	Basic + VDA per day	
(b)	EPF @ 12% on Sl. (a)	
(c)	EDLI & Administrative charges @ 1.15% on Sl. (a)	
(d)	ESI @ 4.75% on Sl. (a)	
(e)	Total per day cost for 01 Labourer (Unskilled) on Sl. (a) to (d)	
(f)	Service charge (including cost of uniforms) @ ___% on Sl. (e)	
(g)	Total per day cost for 01 Unskilled Labourer on Sl. (e) + (f)	
(h)	Total per day cost for 05 Unskilled Labourers	
(j)	Cost of Cleaning Material (including GST) per day	
(k)	Total of Sl. (h) + (j)	
	GST ___% on Sl. (h)	
Grand Total (R/Off)		

16. The bidder must quote on above mentioned format only, non-compliance vendor would be disqualified.

17. The minimum wages to be strictly quoted as per the current rates promulgated by NDMC and other statutory components i.e. ESI & EPF including EDLI and Admin charges shall be quoted strictly as per prescribed Govt. rates as mentioned above.

18. Quoting the service charges, cost of cleaning material and uniform to be followed as per Para 11 of Part IV of this RFP.

Office Seal

Place:



Signature of the tenderer
Prop/Partner

Rajendra Kumar
06/11/21
(Rajendra Kumar)
Commander
Establishment Officer (WESEE)
for Director General

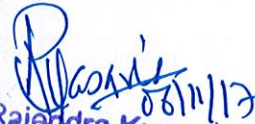
Appendix B
(Refers to Para 35 of part I of letter)

RFP No. 35 ADM/CONSERVANCY/823/BC/17-18 Dated 06 Nov 17

CHECK OFF LIST OF DOCUMENTS TO BE ATTACHED

1. Copy of EPF registration certificate
2. Copy of latest EPF premium receipt
3. Copy of ESI certificate
4. Copy of latest ESI premium receipt
5. Copy of PAN
6. Copy of last two financial year ITR filed by Service Provider/firm
7. Certificate of recognition/licence under section 13 of the contract labour (regulation and abolition) act 1970 (To be submitted within 09 month of the award of contract)
8. Copy of bank solvency certificate issue on or after 01 Jan 2017
9. Copy of experience certificate
10. Copy of performance certificate
11. Letter for proof of labour cost issued by Ministry of Labour
12. Copy of GST registration certificate.
13. Copy of Work Orders undertaking during last three years.
14. Copy of Work completion certificate taken organisation whom services has been provided.




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