



Government of India
Ministry of External Affairs
External Publicity & Public Diplomacy Division
Shastri Bhawan, New Delhi 110001

E-NOTICE INVITING TENDER FOR “Providing Housekeeping Services, Pest Control Service and Disinfection Service at External Publicity & Public Diplomacy Division (XPD), Ministry of External Affairs, Government of India.

Tender No:	DATED:
<u>Important Dates</u>	
Published Date	08/09 /2020
Bid Document Download Start Date	08/09 /2020
Clarification Start Date	08/09 /2020
Clarification End Date	18/09 /2020
Bid Submission Start Date (online)	08/09 /2020
Bid Submission End Date (online)	28/09 /2020

The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted.

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Table of Content	Page No.
SECTION 1 : Introduction and Invitation for Proposal	3
SECTION 2 : Instructions to Applicants	4
SECTION 3 : Scope of work	7
SECTION 4 : Eligibility Criteria	9
SECTION 5 : General Terms & Conditions	10
SECTION 6 : Additional Terms & Conditions	13
SECTION 7: Instructions for Online Bid Submission	15
SECTION 8 : Annexure I – Technical Bid	18
SECTION 9 : Annexure II – Financial Bid	20
SECTION 10 : Annexure III – List of Consumables	21
SECTION 11 : Annexure IV – Performa	23
SECTION 12 : Annexure V – Affidavit	24
SECTION 13 : Annexure VI – Draft Service Agreement	25

SECTION 1: INTRODUCTION AND INVITATION FOR PROPOSAL

On behalf of the President of India, E-tenders under the two bid system – Technical Bid and Financial Bid are invited from reputed, experienced and financially sound agencies for providing Housekeeping Services, Pest Control Services and Disinfection Services through Central Public Procurement Portal at **External Publicity and Public Diplomacy Division, Ministry Of External Affairs, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi.**

Communications

Any queries relating to proposal may be addressed to:

Praveen Kumar, AO(XAD/PAD),
External Publicity & Public Diplomacy Division
Ministry of External Affairs (MEA),
Room No. 139, 'A' Wing, Shastri Bhawan
Dr. Rajendra Prasad Road
New Delhi - 110 001, Tel: 2338 1728 Fax: 23382089
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SECTION 2: INSTRUCTIONS TO APPLICANTS

Submission of Proposals

The proposal must be submitted online on CPP Portal (<https://eprocure.gov.in>). Duly Signed documents relating to this proposal must be submitted online.

1. **Validity of Proposal: 90 days**, MEA reserves the right to reject a proposal valid for a period shorter than 90 days as non-responsive.

2. Right to Accept or Reject any Proposal

MEA reserves the right to annul the Tendering process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant (s) of the grounds for such decision.

3. Fraud & Corruption

It is required that the Applicants submitting Proposal and Agency selected through this Tender document must observe the highest standards of ethics during the process of selection and during the performance and execution of Contract.

For this purpose, definitions of the terms are set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MEA or its personnel in Contract executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a Contract, and includes collusive practice among Applicants (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive MEA of the benefits of free and open competition.
- c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.
- e. MEA will reject a proposal for award, if it determines that the Applicants recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- f. MEA will declare an Applicant ineligible, either indefinitely or for a stated period of time, for awarding the Contract, if it at any time determines that Applicant has engaged in corrupt, fraudulent or unfair trade practice in competing for, or in executing the Contract.

4. Clarifications & amendments of Tender Notice

During the process of evaluation of Proposals, MEA may, at its discretion, ask Applicants for clarifications on their proposal. The Applicants are required to respond within the prescribed time-frame. MEA may for any reason, modify the Tender document before the date of submission of proposal. The amendment(s) to the Tender document would be clearly spelt out and the Applicants may be given sufficient time to amend their proposal due to such modifications.

5. Earnest Money Deposit (EMD):

The Bidder shall furnish an Earnest Money Deposit (EMD) amounting to Rs 50,000/-. The EMD shall be in Indian Rupees and shall be in the form of Demand Draft/Term Deposit Receipt from any of the Nationalized Bank in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi payable at New Delhi". The original hard copy of EMD of Rs 50,000/- in the form of Demand Draft/Term Deposit Receipt is also required to be submitted in a sealed envelope super scribed "Tender for Providing Housekeeping Services, Pest Control Service And Disinfection Service at External Publicity & Public Diplomacy Division, Ministry of External Affairs, Government of India", on or before the closing date and time of e-submission of online bids to **AO (XAD/PAD), External Publicity & Public Diplomacy Division, Ministry of External Affairs, Room No. 139, A-wing, 1st Floor, Shastri Bhawan, New Delhi (Tel No 011-23382089).**

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].

The earnest money of unsuccessful Bidder shall be refunded within 30 days after final award of Contract. EMD of the successful Bidder will be released after the Bidder/Bidders sign the final agreement and furnishes the Performance Guarantee. Performance Guarantee shall be provided at the time of signing of contract or before the issuance of work order from the Ministry. The EMD shall not carry any interest. The EMD will be forfeited on account of one or more of the following reasons:

- a) Bidder withdraws the Proposal during the validity period specified in e-Tender document.
- b) Bidder does not respond to request for clarification of its Proposal/substandard works.
- c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- d) In case of a successful Bidder, if fails to sign the Agreement in time as per schedule; or furnish the Performance Guarantee.
- e) If the Tenderer withdraws or amends, impairs or derogates the Tender in any respect within the period of validity.
- f) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to AO(XAD/PAD), latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- g) The offers from those bidders who are unable to deposit the required Earnest Money (except exempted category) will be rejected.

6. Payment Terms

The payment to agency will be made monthly basis. No advance payment will be made to the agency.

7. Term of Contract

The work contract initially will be assigned for a period of twelve months, (which will be extendable for a further period of 12 months at a time but not more than 36 months in total on year to year basis subject to satisfactory services of service provider and at the sole discretion of the competent authority of the Ministry of External Affairs.

8. Submission of Bids in two parts

Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The proposal/bids should be uploaded in separate two parts –

- (i) **Technical Bid:** to be uploaded in the format as given in Annexure I. The documents required to be included in Technical Bid as given in Annexure I and elsewhere in the tender document should be scanned and attached to the Technical Bid. The bidder should also submit Annexure V with the technical bid.
- (ii) **Financial Bid:** The bidder must submit/upload their financial bid in the prescribed format (BOQ.XXXX File) as per Annexure II of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes [total annual rate for each item in both figures and words and all taxes] and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not provide service later.

9. Evaluation Procedure

Proposals received will be examined by a Technical Committee as per Evaluation Criteria given in Annexure I and other basic eligibility criteria given in the tender document; Bids of only those bidders would be accepted for technical evaluation who fulfill the Basic Eligibility Criteria. Technical Committee may also call for a presentation by the prospective bidders. The Technical Bid will be opened first. Only those firms, which fulfill the technical terms and conditions, will be eligible for opening of financial bid. Financial bid shall be evaluated by a Committee as per the specifications and requirements and responsive technically qualified proposal with the lowest evaluated cost shall be selected. The Ministry reserves the right to accept any or reject any or all bids without assigning any reason whatsoever.

SECTION 3: SCOPE OF WORK

NUMBER OF HOUSE KEEPING STAFF REQUIRED-SIX CLEANERS ONLY **(Total Area approx. 30660 Sq. ft.)**

- (i) Sweeping/mopping/dusting/Vacuum cleaning/cleaning of common areas, balconies, officer-rooms, toilets, lobbies, staircase, lifts, window panes, office furniture/equipment, 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 material and discarded furniture.
- (i) The cleaners should be provided with proper working Uniforms to be worn during the entire working time.
- (i) Office Rooms to be cleaned and dusting of furniture to be done daily in the morning. Daily removal of garbage/waste paper/packing material. Cleaning should be done in weekends / holidays, too, if required.
- (i) Vacuum cleaning of rooms twice a week.
- (i) Shampooing of carpets, chairs and sofas twice in a year. There are 149 chairs, 27 Single seater sofas, 6 Two seater sofas and 19 Three seater sofas in the Division.
- (i) Sanitization of Conference Hall, entire workplace, common facilities/area daily, with a disinfectant with 1% sodium hypochlorite solution or phenolic disinfectants.
- (i) Disinfection of metal surfaces (handles, handrails, elevator buttons, etc.) with Chloroxenol (4.5-5%) or Benzalkonium Chloride or any other disinfectant for metal surfaces to be done daily.
- (i) Cleaning of office equipment/office machine twice daily with a disinfectant with 1% sodium hypochlorite solution
- (x) Lobbies to be cleaned twice a day.
- (x) Corridors to be mopped twice a day with a mixture of sodium hypochlorite solution.
- (x) Cleaning/clearing of Staircases and common landings and removal of discarded furniture, shifting of furniture in rooms whenever required.
- (x) Glass panes of rooms and staircases to be cleaned twice a week.
- (x) Brass polishing of sign boards/brass planters and railing of staircase to be done once a week.
- (xi) Daily collection and removal of all garbage (including waste collected as a result of construction/repair work carried out in the premises) and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin. Garbage trolley should be provided by the Bidder.
- (xi) Cleaning of pantry twice a day.
- (xi) The final authority to increase the number of work items, mentioned above, rests with the Ministry of External Affairs. Service Provider need to render the upkeep

- and maintenance services in respect of these increased number of items.
- (xv) Fumigation/Pest Control to be done in the office premises of XPD Division twice every month.
 - (xvi) To clean the various fittings/fixtures in the premises as per the specifications.
 - (xvii) Clean and stock all the toilets in the premises.
 - (xviii) Clean the various signages of the areas.
 - (xix) Sweep, clean and dusting of entire internal and external area of building space including moveable and immovable furniture, office equipment and Tools and Plants.
 - (xx) Dusting and cleaning of fans, electrical fittings, windows, panes with glass cleaning chemicals/agents and cleaning of partitions and other furniture, paneling etc.
 - (xxi) Cleaning of wall, ceiling for dust, cobwebs etc.
 - (xxii) Sweeping of all the staircases and common landings.
 - (xxiii) Removal of dust etc. from the skirting top.
 - (xxiv) Removal of all litter, mud, dust, etc within the periphery of the building as and when felt necessary during the day.

(xxv) **Restroom** :

1. Sweeping and mopping of the floor and keeping the floor without stains throughout the day.
2. Stock all toilets in premises.
2. Mopping of all glazed tiles and keeping them clean.
3. Washing and mopping of floor areas with detergents.
4. Acid cleaning of sanitary wares without damaging their shine/lustre.
5. Washing of all the urinals, closets and washbasins with mild soap solution / cleaning solutions.
6. Ensuring clean and visually clear mirror throughout the day by periodic cleaning using glass cleaner.
7. Replace toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required.
8. Clean all toilet fixtures and fittings.
9. Urinals should have disinfectant naphthalene balls at all times.
10. Clearing of the dustbins in the toilets periodically.
11. Scour, wash and clean all basins, bowls and urinals, including tile walls and partitions near urinals. Special attention must be taken to inspect and clean areas of difficult access, such as the underside of toilet bowl rings and urinals, to prevent building up of calcium and iron oxide deposits. Wash both sides of all toilet seats and wipe dry. Toilet seats to be left in an upright position.

SECTION 4: ELIGIBILITY CRITERIA

- 1) The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled registered with the appropriate authority for the purpose who possesses the required licences, registration as per established law. The said service provider must be in existence for a minimum period of 5 years as on 31.03.2020 from the date of registration under the appropriate Act. The bidder shall provide a copy of the registration certificate. Joint ventures/consortium are not allowed.
- 2) The bidder should have a minimum average annual turnover of Rs. 3 Crores during the past three financial years. The bidder must attach attested copies of annual total turnover for the last three financial years along with copies of audited financial statement/ IT Returns/Profit & Loss Statement for the last three years.
- 3) Experience of the bidder must include providing housekeeping services to large Government office complex, as defined in 'brief scope of work'. Company must have minimum of 03 years experience in providing Housekeeping services in Government Offices as on 31/03/2020. Preference shall be given to companies having multiple presence in Delhi and NCR. The bidder must give precise profile of its key clients along with satisfactory performance report from at least three of government clients for services provided to them. A complete list of clients including clients in Government sector may be provided along with site address and Contact Number of the officer concerned.
- 4) The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.
- 5) The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given to Ministry.
- 6) The bidder must have modern equipment, latest technical expertise for management of buildings and related facilities, as has been defined in 'brief scope of work'. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company is to be furnished with the bid.
- 7) Availability Of Office Of Service Provider: An office of the Service Provider must be located in the Delhi. Documentary Evidence To Be Submitted.
- 8) The employees of the bidder deployed at External Publicity and Public Diplomacy Division, Shastri Bhawan, New Delhi 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 (Employees' State Insurance and bonus). Providing other benefits like leave, Labour Welfare Fund, cost of uniform etc. to bidder's each employee will solely be the liability of the bidder only. Companies / firms bidding nil management fee / company margin will be rejected. Bonus is mandatory component as per the labour regulations and should be included in the Financial Bid as the one.
- 9) The bidders must have appropriate licence from service/sales Tax department and Income Tax Department (TAN/PAN/GST). The bidder must possess all the licence in their own name. Self attested copies of all relevant registration documents (ESI, PF, Service Tax, PAN) are to be submitted with the technical (Pre-qualification) Bid.
- 10) The bidder should give an undertaking that the staff to be deputed to the above MEA premises would be police verified.
- 11) If a firm quotes Nil charges/Consideration in Financial Bid, the bid shall be treated as unresponsive and will not be considered.

SECTION 5: GENERAL TERMS & CONDITIONS

NOTE: Applicants should read these conditions carefully and comply strictly while submitting the Proposals

□ Applicant shall not assign or sublet the Contract or any substantial part thereof to any other agency

□ Direct or indirect canvassing on the part of the Applicant or his representative will lead to disqualification.

1. **PENALTY CLAUSE:**

a. Refusal or inability or delay by the successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiting of performance guarantee as well as disqualification of the bidder from participating in future tenders.

b. Penalty will be charged @0.5% of the activity per week subject to maximum of 5% of order value, in case of delay/non-completion of work within the stipulated time period.

2. **TERMINATION:** The Ministry may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

a. If the Agency becomes insolvent or goes into compulsory liquidation.

b. If the Agency, in the judgment of Ministry has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

c. If the Agency submits to the Ministry a false statement which has a material effect on the rights, obligations or interests of the Ministry.

d. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Ministry.

e. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In such an occurrence the Ministry shall give a written advance notice before terminating the Contract.

3. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at MEA's location first i.e. on their own and then claim payment from MEA along with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment made to staff.

4. PERFORMANCE BANK GUARANTEE (PBG)

The successful bidder shall provide a Performance Guarantee, for his due and faithful performance of the contract, for a sum equivalent to 5% of the total contract value in the form of Demand Draft from any of the Nationalized Bank in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi payable at New Delhi" before issuance of work order from the Ministry or signing the Agreement. The Performance Guarantee should be valid up to the date of expiry of the contract period plus 60 days. After recording of the completion certificate for all work by the Ministry, the performance guarantee shall be returned to the bidder, without any interest. Ministry may require the validity of Performance Bank Guarantee to be extended in case of extension of contract or other circumstances.

5. FORFEITURE OF PBG: PBG in full or part may be forfeited in the following cases:

- a. When any terms and conditions of the Contract are breached.
- b. When the Agency fails to provide desired services satisfactorily.
- c. Notice of reasonable time will be given in case of forfeiture of PBG. The decision of MEA in this regard shall be final.
- d. If the Agency requires an extension of time in completion of contractual service on account of occurrence of any hindrance, it shall apply in writing to the authority, which has placed the **Work order**, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Agency.
- e. Service Delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Agency.
- f. The Agency shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6. FORCE MAJEURE

- a. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- b. The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which; interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- c. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Ministry of External Affairs shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Ministry of External Affairs shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

d. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

7. DISPUTE RESOLUTION AND ARBITRATION:

In the event of any question, dispute or difference arising under this Agreement or in connection thereof, except as to the matter, the decision of which is specifically provided hereunder, shall be referred to arbitration by a sole arbitrator as laid down in the Arbitration and Conciliation Act. 1996. The rules made there under and any modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings as aforesaid. The venue and seat of arbitration shall be New Delhi or such other place as the Arbitrator may decide. The arbitration proceedings shall be conducted in English language.

Upon any and every reference as aforesaid, the assessment of costs, interest and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

8. GOVERNING LAWS AND DISPUTES

This shall be construed and governed by the Laws of the India and the parties hereby shall submit to the exclusive jurisdiction of the Delhi Courts of Law.

9. DISQUALIFICATION OF BIDS

Bidders who do not unconditionally accept the Tender conditions or who do not deposit the required Earnest Money and who do not fulfill the pre-qualification requirement and other conditions enumerated in this tender document, shall not be considered for the work and their bids shall be summarily rejected.

10. OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement. In addition, the Contractor shall maintain compliance with all obligations & instructions relating to its registration as a qualified vendor to provide services to the Ministry.

11. DRAFT SERVICE AGREEMENT

Draft service agreement may be seen at Annexure VI.

SECTION 6: ADDITIONAL TERMS AND CONDITIONS

- 1) The Service Provider will have to deploy experienced and trained workers for the job of housekeeping.
- 2) The agency should be registered with Registrars of Companies. Copies of the valid Registrations Certificates, PAN/TIN No., GST No., agency profile should be attached.
- 3) The service provider would submit a list of all employees along with full addresses for security, to the Ministry/Department/Division at the time of contract. The employees deployed should be medically fit.
- 4) The Service Provider shall ensure that the persons deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering and shall not engage in any immoral act.
- 5) The Manpower of the Service Provider should be present on duty as per the Ministry/Department/Division's instructions.
- 6) The Housekeeping Staff will have to report for duty at 8 A.M. so that the work is completed prior to beginning of office daily.
- 7) A weekly log of the services rendered will be maintained and presented to the Ministry/Division.
- 8) The Service Provider would submit a daily monitoring report to the Ministry/Division.
- 9) The Service Provider has to maintain compliant register at location decided by the concerned administrator.
- 10) The Service Provider shall have his own Establishment/Setup/Mechanism, etc. to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 11) The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various labour acts, minimum wage act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI, etc. with regard to the personnel engaged by him for providing support services. It will be the responsibility of the service provider to provide details of all manpower and resources deployed.
- 12) The agreement shall be valid for 1 year from the date of signing, unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, etc. or change in requirements. The Service Provider shall not engage any Sub-Service Provider or transfer the contract to any other person in any manner.
- 13) The quality assurance and control shall be ensured by the service provider in all respects.
- 14) The service provider shall take care of lifting, carrying and disposing dead birds, animals, rats and insects.
- 15) The contractor shall provide and arrange to put the approved biodegradable polythene bags, at regular intervals, inside the dustbins at various locations in the corridors at all the floors.
- 16) All cleaning equipment, cleaning material/consumables, hygiene material and shampooing & sanitization material has to supplied by the agency during the currency of the contract.
- 17) Garbage collection drums should be placed at all suitable points. The drums should be provided with polythene bags, which may be removed so that the garbage does not spill out or spoil the drums.
- 18) All materials to be used for cleaning and other consumables shall be in conformity with the specifications/brand/make of Government approved standards.

- 19) The agency shall maintain sufficient stocks of all items required for cleaning of the premises. The cleaning items should be recouped at regular intervals.
- 20) In addition to usual housekeeping work, the housekeeping staff of the service provider shall also carry out (i) sanitization of Conference Hall and other indoor areas, daily, (ii) disinfection of door handles, common used surface, common IT equipment like photocopier, etc. twice daily, and (iii) shampooing of sofas, carpet and chair seats twice in a year.
- 21) The cleaning items delivered at the premises will be physically inspected by the Ministry each time for quantity and quality check.
- 22) The Ministry/Division/Department shall have the right to inspect the cleaning site at any time and also to issue such orders and directions to the organizations as may be considered necessary. The organization shall ensure that such orders are complied with forthwith.
- 23) Also the settlement of the bills will be done within the span of 15 to 20 days from submission of monthly bill.
- 24) Company providing services should not have any criminal record.
- 25) The agency should submit a certificate that it has not been blacklisted from any Government Ministry/Department/State Government/PSUs organization or any private organization of repute.
- 26) The Service Provider would need to ensure that all the statutory requirements for operating building are in force and adhered to. These may include- Contract Labour, any other aspect of occupying buildings and managing outsourced/vendor employees.
- 27) No. of housekeeping staff to be deployed by the service provider should be Six (Four Males and Two Females).
- 28) The agency should submit a certificate that information given by them is correct and they will abide by the decision of the Ministry.
- 29) The agency should submit a certificate that it has read and noted all the Terms & Conditions of this bid document and unconditionally accept the same.
- 30) In case, any housekeeping staff remains absent for three consecutive days, a temporary replacement in his/her place must be provided by the Service Provider.
- 31) Service provider shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this agreement, all in accordance with applicable laws.
- 32) All the essential machinery required for cleaning the premises are to be arranged by the Service Provider. An illustrative list of such machinery and equipment is given in **Annexure III**.
- 33) The list of the consumable materials (of standard quality only) to be used by the service provider on daily basis is as per **Annexure III**. It may be mentioned that the list is illustrative and not exhaustive.
- 34) The Service Provider will provide all machinery, equipment, chemicals, consumables and tools as per **Annexure III**, for duration of the contract.

SECTION 7 : INSTRUCTIONS FOR ONLINE BID SUBMISSION

a) Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

b) REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder shall log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

c) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

d) PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender documents before submitting their bids.
2. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The proposal/bids should be uploaded in separate two parts –
 - (i) Technical Bid: to be uploaded in the format as given in Annexure I. The documents required to be included in Technical Bid as given in Annexure I and elsewhere in the tender document should be scanned and attached to the Technical Bid. Annexure V should also be submitted with Technical Bid.
 - (ii) Financial Bid: to be uploaded in the format as given in the Annexure II.

Bidder should note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

e) SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it

online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

f) ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-419-3436; 1800-102-3436.

SECTION 8 : ANNEXURE I (PRE-QUALIFICATION/EVALUATION CRITERIA)

Sl. No.	Requirement	Score (Out of 10)
1.	The Company should be registered with Registrars of Companies and with Delhi Sales Tax/GST Department for work contract tax. (Mandatory) . Copies of the Registration Certificate, PAN/TIN No., GST No., company profile and details as per Performa (Annexure 'IV') should be attached.	1
2.	The agency should have minimum five years of independent legal existence and at least three years experience in providing Housekeeping services in Government Office. The firm should give precise profile of its key clients and furnish copies of award of contract along with certificate of satisfactory performance from at least three Government Ministries/Department, with whom they had/have contract.	3
3.	The agency should have average annual turnover of Rs. 3 Crores during the last three financial years. Copies of Audited Balance Sheets, Profit & Loss Statement and Income Tax Return for the last three financial years must be submitted.	3
4.	The agency must provide a list of equipment required for cleaning/pest control/disinfection that is owned by the company along with the bid. Machinery, equipment, implements, material and all consumables proposed to be used by the agency for services in MEA should be clearly indicated.	2
5.	The agency must provide a list of its key employees and housekeeping staff, engaged by them, along with their full address.	1
6.	The agency should submit a certificate that it has not been blacklisted from any Government Ministry/Department/State Government/PSUs organization or any private organization of repute.	Mandatory to submit
7.	The agency should submit a certificate that information given by them is correct and they will abide by the decision of the Ministry.	Mandatory to submit
8.	The agency should submit a certificate that it has read and noted all the Terms & Conditions of this bid document and unconditionally accept the same.	Mandatory to submit

The bidding agencies shall be evaluated on the basis of the above criteria. Minimum 7 marks are required to qualify in the technical bid. However, the Ministry reserves the right to decide the Qualification Criteria and evaluation and selection. In case two or more agencies quoting same financial bid, preference will be given to those scoring more marks in the technical evaluation criteria.

Following documents have to be uploaded online on CPP Portal for Technical Bid in .pdf format only

Sl. No.	Documents	Type
1	EMD of Rs. 50,000/- (scanned copy) {Rs. Fifty Thousand only}	.pdf
2	Registration certificate that the said service provider is in existence for a minimum period of 5 years as on 31.03.2020 under the appropriate act.	.pdf
3	Documentary proof of average annual turnover during past three financial years	.pdf
4	Income Tax Returns along with audited financial statements (Balance sheet, P&L Statement) for the last 3 years.	.pdf
5	Self attested copies of all relevant registration documents (ESI, PF, Service Tax, GST, PAN/TAN) are to be submitted with the technical (Pre-qualification) Bid.	.pdf
6	Experience certificate for providing Housekeeping services in Government sector for at least 3 years.	.pdf
7	Profile of its key clients along with satisfactory performance report from at least three of Govt. clients for services provided to them	.pdf
8	List of equipments owned by the company for sanitation, pest control and disinfection. List of materials, equipment, consumables proposed to be used to be indicated.	.pdf
9	Compliance letter from the bidder regarding all mandatory Laws/regulations laid down by government of NCT of Delhi.	.pdf
10	The agency must provide a list of its key employees and housekeeping staff along with their full address.	.pdf
11	The agency should submit a certificate that it has not been blacklisted from any Government Ministry/Department/State Government/PSUs organization or any private organization of repute.	.pdf
12	The agency should submit a certificate that information given by them is correct and they will abide by the decision of the Ministry.	.pdf
13	The agency should submit a certificate that it has read and noted all the Terms & Conditions of this bid document and unconditionally accept the same.	.pdf
14	Performa as per Annexure IV	.pdf
15	Affidavit as per Annexure V	.pdf

Section 9
ANNEXURE II: FINANCIAL BID

PRICE SCHEDULE							
Name of the Bidder/Company:							
Sl. No.	Item	Basic rates in figures (Annual)	GST (Annual)	Any other taxes (Annual)	Total annual amount without taxes	Total annual amount with taxes	Total annual amount in words
1.	Wages						
2.	ESIC						
3.	EPF						
4.	Bonus						
5.	Uniform/Other charges						
6.	Material Cost						
7.	Sundry/Overheads						
8.	Management Fee						
9.	Any other charges						
Total in Figures							
Quoted Rate in Words							

- Manpower includes relievers.
- Wages should not be less than the minimum wages prescribed under the notification issued by Delhi Government. Revision of minimum wages as per Delhi Government's rate shall be incorporated in the rates as and when applicable.
- Total annual rates should be quoted for six cleaners inclusive of all statutory requirements as per the Minimum Wages Act of 1948 updated from time to time. For other components also, annual rates should be quoted. The total rates should include all taxes.
- To be quoted in amount only, not in percentage. Bids having NIL/negligible Agency Charges will be rejected.
- Payment will be made after deducting the applicable TDS and GST.
- Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective tenderer.
- Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

Section 10 : ANNEXURE 'III'

List of the Consumables

S. No.	Name of Item	Estimate Monthly Consumption
1.	M. Fold	2000 pcs (1pc = 100)
2.	Tissue Paper	100 pcs (1pc = 100)
3.	Toilet Paper Roll	100 pcs(1 pc = 100 metres)
4.	Phenyl	As per usage
5.	Hand wash (branded)	As per usage
6.	Harpic	As per usage
7.	Duster	As per usage
8.	Soft broom	As per usage
9.	Nylon scrubber	As per usage
10.	Nylon broom	As per usage
11.	Urinal Cubes	As per usage
12.	Wet mop	As per usage
13.	Dry mop	As per usage
14.	Toilet brush	As per usage
15.	Bucket	As per usage
16.	Wiper(small)	As per usage
17.	Wiper(big)	As per usage
18.	Room freshener	As per usage
19.	Odonil	As per usage
20.	Camphor balls	As per usage
21.	N balls	As per usage
22.	Surf powder (nirma)	As per usage
23.	Garbage bag (big)	As per usage
24.	Garbage bag (small)	As per usage
25.	Lizol	As per usage
26.	Hit black(400 ml)	As per usage
27.	Hit red(400 ml)	As per usage
28.	Toilet roll	As per usage
29.	Dettol soap	As per usage
30.	Bathroom cleaner (red harpic)	As per usage
31.	Sutli	As per usage
32.	Colin	As per usage
33.	Glass wiper (small)	As per usage
34.	Toilet Pump	As per usage
35.	Hard gloves/Hand gloves	As per usage
36.	Safety Shoes	As per usage
37.	Carpet Brush	As per usage
38.	Shampooing Material for sofa/chairs/carpet, etc.	As per usage
39.	1% Sodium Hypochlorite Solution or Phenolic Disinfectants for Sanitization	As per usage
40.	Chloroxylenol (4.5-5.5 %) or Benzalkonium Chloride for metal surface	As per usage

Note-

All usage of consumables (materials, chemicals, and other resources) should be of a good reputed brand such as Taski/Johnson Diversey/Sealed Air/Ecolab Inc/Professional Lysol/Other reputed brands. The given list is only illustrative and not exhaustive. The estimated minimum consumption is also suggestive and may vary also with time. Bidders may estimate the actual usage/quantity during site visit and quote accordingly.

B. Housekeeping Machinery/Equipment to be used in XPD Division, Shastri Bhawan

1. Wet & Dry Vacuum Cleaner.
2. Glass Cleaning Kit.
3. Pressure Pump.
4. Vacuum Pump.
5. Sanitization Spray Machine.

C. Pest Control

1. Only 'A' Grade safe material is to be used for pest control.
2. Pest Control is required for mosquitoes, ants, bees, flies, mice, rats, spiders, termites.
3. All the material required for pest control work will be arranged and provided by Service Provider.

Section 11 : Annexure IV

PERFORMA

1. Name and address of Applicant:
2. Telephone No. / Telex No./ Fax No./ E-mail :
3. Legal status of the Applicant (attach copies of original document defining the legal status)
 - a. A Proprietary Firm
 - b. A Partnership Firm
 - c. A Limited Company or Corporation
4. Particulars of registration with various Government bodies (attach attested photocopy)

S.No.	Organization / place of registration	Registration No.
i.	Registrar of Companies/ Firms	
ii.	Delhi Sales Tax Department/GST	
iii.	Government Organizations	
iv.	Any other agency	

5. Name and Titles of Directors and officers with designation, to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the Applicant ever required to suspend work for a period of more than three months continuously after you commenced the execution of work? If so, give the name of the project and reason for not completing the work.
8. Has the Applicant ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment
9. Has the Applicant ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
- 10 Has the Applicant ever been convicted by a court of law? If so give details.
- 11 Any other information considered necessary but not included above.
12. Annual Turnover for the last three financial years

Contractor's Signature

Section 12 : Annexure 'V'
(ON NON-JUDICIAL STAMP PAPER OF RS. 10/)

AFFIDAVIT

I/we _____ Partner(s)/L
egal Attorney/Proprietor(s)/Accredited Representative(s) of M/s____
solemnly

declare that:

2. I/we are submitting tender for housekeeping & pest control services against
Tender _____ Notice No._

dated _____.
3. I/we or our partners do not have any relative working in XPD Division or in any other offices of Ministry of External Affairs, 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, true and valid.
5. My/our bid shall be valid for a period of 90 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon us and maybe 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, MEA 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 and all partners of the firm 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 XPD Division, MEA is not bound to accept highest ranked bid/lowest bid or any other bid that XPD Division, MEA.

(Signature of the Tender with Seal)

Seal of Notary

Date:

Section 13 : Annexure 'VI'

DRAFT SERVICE AGREEMENT

This agreement is made at New Delhi on 2020.

Between

External Publicity & Publicity Diplomacy Division, Ministry Of External Affairs, New Delhi,
(Hereinafter Referred To As "Ministry") through its authorized representative Director (XPD)

AND

M/s , having its registered office at who is duly authorized to sign and execute this Agreement (herein after referred to as "Service Provider", which expression includes its successors, assigns and legal representatives).

THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERE TO AS FOLLOWS:-

1. It is agreed upon between the parties to the agreement that this is a commercial contract between Service Provider of professional nature and the Ministry. In performance of its agreed duties as per terms and conditions of the contract the service provider shall at all times act as an Independent Agency. The contract does not in any way create a relationship of principal and an agent between the Ministry and the service provider. The service provider shall not act or attempt to represent itself as an agent of the Ministry. Under no circumstance the employees of the Service Provider can claim to be employees of the Ministry nor shall such relationship be considered to exist. The employees of the Service provider would have no claim against the Ministry for their monetary, non-monetary claim or any other claim including but not limited to the permanency in employment of the Ministry. The personnel appointed at the site will work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the agreement. However, Service Provider will be accountable to the Ministry for any complaint(s) on providing their requisite satisfactory services as per agreement, at the site. The Agreement is on principal to principal basis.

2. Service Provider is required to provide Housekeeping, Garbage removal, Pest Control Service and Disinfection Service to External Publicity & Public Diplomacy Division, Ministry of External Affairs on the first and second floors A Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001.

Brief Scope of Work

4. The Agreement shall apply to all services as defined in Section 3 and Section 6 of the Tender Document.

A.

- a) Sweeping/mopping/dusting/Vacuum cleaning/cleaning of common areas, balconies, officer-rooms, toilets, lobbies, staircase, lifts, window panes, office furniture/equipment, 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 material and discarded furniture.
- b) Office Rooms to be cleaned and dusting of furniture to be done daily in the morning. Daily removal of garbage/waste paper/packing material. Cleaning should be done in weekends / holidays, too, if required.
- c) Vacuum cleaning of rooms twice a week.
- d) Shampooing of carpets, chairs and sofas twice in a year. There are 149 chairs, 27 Single seater sofas, 6 Two seater sofas and 19 Three seater sofas in the Division.

- e) Lobbies to be cleaned twice a day.
- f) Corridors to be mopped twice a day with a mixture of sodium hypochlorite solution.
- g) Cleaning/clearing of Staircases and common landings and removal of discarded furniture, shifting of furniture in rooms whenever required.
- h) Glass panes of rooms and staircases to be cleaned twice a week.
- i) Brass polishing of sign boards/brass planters and railing of staircase to be done once a week.
- j) Daily collection and removal of all garbage (including waste collected as a result of construction/repair work carried out in the premises) and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin. Garbage trolley should be provided by the Bidder.
- k) Cleaning of pantry twice a day.
- l) The final authority to increase the number of work items, mentioned above, rests with the Ministry of External Affairs. Service Provider need to render the upkeep and maintenance services in respect of these increased number of items.
- m) Fumigation/Pest Control to be done in the office premises of XPD Division twice every month.
- n) To clean the various fittings/fixtures in the premises as per the specifications.
- o) Clean and stock all the toilets in the premises.
- p) Clean the various signages of the areas.
- q) Sweep, clean and dusting of entire internal and external area of building space including moveable and immovable furniture, office equipment and Tools and Plants.
- r) Dusting and cleaning of fans, electrical fittings, windows, panes with glass cleaning chemicals/agents and cleaning of partitions and other furniture, paneling etc.
- s) Cleaning of wall, ceiling for dust, cobwebs etc.
- t) Sweeping of all the staircases and common landings.
- u) Removal of dust etc. from the skirting top.
- v) Removal of all litter, mud, dust, etc within the periphery of the building as and when felt necessary during the day.

B. Restroom :

- 3. Sweeping and mopping of the floor and keeping the floor without stains throughout the day.
- 4. Stock all toilets in premises.
- 3. Mopping of all glazed tiles and keeping them clean.

4. Washing and mopping of floor areas with detergents.
5. Acid cleaning of sanitary wares without damaging their shine/lustre.
6. Washing of all the urinals, closets and washbasins with mild soap solution / cleaning solutions.
7. Ensuring clean and clear mirror throughout the day by periodic cleaning using glass cleaner.
12. Replace toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required.
13. Clean all toilet fixtures and fittings.
10. Urinals should have disinfectant naphthalene balls at all times.
12. Clearing of the dustbins in the toilets periodically.
13. Scour, wash and clean all basins, bowls and urinals, including tile walls and partitions near urinals. Special attention must be taken to inspect and clean areas of difficult access, such as the underside of toilet bowl rings and urinals, to prevent building up of calcium and iron oxide deposits. Wash both sides of all toilet seats and wipe dry. Toilet seats to be left in an upright position.

x) In addition to usual housekeeping work, the housekeeping staff of the service provider shall also carry out (i) sanitization of Conference Hall and other indoor areas, daily, (ii) disinfection of door handles, common used surface, common IT equipment like photocopier, etc. twice daily, and (iii) shampooing of sofas, carpet and chair seats twice in a year.

y) Housekeeping staff of the Service Provider will have to do fumigation of the office premises twice in a month.

z) The service provider shall take care of lifting, carrying and disposing dead birds, animals, rats and insects.

C. Disinfection

- a) Sanitization of Conference Hall, entire workplace, common facilities/area, with a disinfectant with 1% sodium hypochlorite solution or phenolic disinfectants, daily.
- b) Disinfection of metal surfaces (handles, handrails, elevator buttons, etc.) with Chloroxenol (4.5-5%) or Benzalkonium Chloride or any other disinfectant for metal surfaces to be done daily.

D. All the terms and conditions and clauses of the tender document would form part of the contract.

E. Manpower

The employees of the Service Provider working in External Publicity & Public Diplomacy Division, Ministry of External Affairs will have bank accounts to be credited with their emolument every month. Service Provider will provide proof of payment to the employees working in the Ministry and will meet all statutory requirements like PF (Provident Fund), ESIC(Employee State Insurance Corporation) with proof being provided to the Ministry.

Necessary training to staff will be provided by Service Provider on site well in advance and also as and when required in between.

F. Materials, Consumables and Spares :-

1. To provide and maintain an efficient material management system.
2. The Service Provider will provide all machinery, equipment, chemicals, consumables and tools and tackles as per tender document.

G. Providing 24X7 Operations and Technical Support to ensure:-

Manning and operation for the Housekeeping, Pest Control Service and Disinfection Service, continuous monitoring of calls and complaints, work allocation to shift employees and follow up on work progress.

H. Working Hours

Working hours in Shastri Bhawan shall be on average nine hours including one hour break, Monday to Saturday from 08:30 hours to 17:30 hours.

I. Statutory Compliance

The Service Provider would need to ensure that all statutory requirements for operating building are in force and adhered to. These may

- Contract labour
- Pollution Control Board
- Electrical Inspectorate
- Any other aspect of occupying, buildings and managing outsourced/vendor employees.

J. 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 and Abolition)
- Apprentices Act

K. Execution Method

The Service Provider shall get the following documents approved by MEA management for effective performance of tasks:-

- Standard Operation Procedures for all Service Categories
- Daily/Weekly/Monthly/Quarterly/Yearly/ Maintenance Schedules

L. Housekeeping Services

Housekeeping services provided by the 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 service provider. Only branded cleaning material is to be used. A list of machines/equipments as well as a list of cleaning material along with the monthly charges thereon is to be provided.

M. Garbage Collection

The service provider shall collect garbage from each room 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 housekeeping 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 through their vehicles. No burning of waste materials shall be permitted on the premises.

N. Pest Control

- Pest control is to be done in the common areas as well as inside the rooms/offices/sections/office area of External Publicity & Public Diplomacy Division, Ministry of External Affairs, Shastri Bhawan.
- Only branded safe material is to be used for pest control.
- Pest control is required for mosquitoes, ants, bees, flies, mice, rats, spiders, termites.
- All man and material required for pest control work will be arranged and provided by the Service provider.

4. OTHER TERMS AND INSTRUCTIONS

i. Duration of contract

The contract shall be valid for a period of One Year (01 Year) from _____ till subject to the satisfactory performance by the service provider. The contract may be extended for further period of 02 Years (maximum tenure 03 Years, from the commencement of the agreement on same rates and same terms & conditions, on year to year basis subject to approval by the competent authority in the Ministry and satisfactory services provided by the vendor. MEA will have the right to review or cancel the contract at any stage of execution with 30 days of advance notice to the service provider to this effect. In case of breach of contract or the event of the not fulfilling the minimum/statutory requirements, the client shall have the right to terminate the contract anytime forthwith beside forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Ministry.

ii. Prices

The amount of annual contract including service tax to be Rs. _____ /-(Rupees only). The prices submitted shall be firm for a period of one year. Any revision in minimum wages and Service Tax will be absorbed by the Ministry.

iii. Income Tax deduction:-

Income and service tax may be deducted at source as per rules.

iv. Payment of stamp duty:-

The Service Provider shall pay the expenses of stamp duty for execution of agreement.

v. Terms of payment

Service Provider shall be paid on monthly basis for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The 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 acceptable invoices. **The Service Provider will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers at the time of submitting monthly invoices.**

vi. Performance/Service Guarantee

- An amount of Rs. /- (i.e. 5% of the annual contract amount), has to be submitted within Ten days of the acceptance of the LoA. The Performance Security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations of the service provider. The Performance Security would be refunded only after successful completion of the contract. In case the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the service provider.
- No interest shall be paid on the Service Guarantee.

vii. 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 Service Guarantee.

Notice of reasonable time will be given in case of forfeiture of security deposit.

viii. Release of Performance/Service Guarantee

The Performance/Service guarantee will be returned after successful completion of contract period provided there is no claim for liquidated damages from MEA side.

5. General Conditions

- i. The 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 Workers Compensation policy.
- ii. The Service Provider shall recruit, hire, train, supervise and direct employees deployed under the Agreement. The 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 Service Provider.
- iii. The Service Provider shall assign personnel of appropriate training and experience to perform and fulfill its obligations under this Agreement. The Service Provider shall take commercially reasonable steps to ensure that staff members performing services under this Agreement are trained and suitable to perform such services. The Service Provider is obliged to replace, without unreasonable delay and at no cost to Ministry, any personnel whom Ministry considers lacking the necessary competence or with whom Ministry finds it difficult to collaborate.
- iv. The Service Provider will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices.
- v. The Service Provider must know and follow duties related to safety for all personnel.
- vi. All Service Provider's workmen should be provided with a uniform and shall work within the Ministry premises in their prescribed uniform.
- vii. The housekeeping standards employed by the Service Provider must be up to mark in all respects.
- viii. The Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.

- ix. The Service Provider must provide consumables, tools and equipment based on applicable regulations/codes/guidelines as per tender document.
- x. The service Provider should ensure that proper trained personnel carry out the jobs and that proper supervision is done for all jobs.
- xi. All workmen of the Service Provider must have valid identification cards issued by the Service Provider to be displayed at all times during duty hours.
- xii. The Service Provider hereto undertakes to indemnify and hold harmless the Ministry against all claims, losses, damages, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers/employees of the Service Provider against loss or damaged caused and legal complications liabilities which may arise on account of failure of Service Provider to perform its obligations to observe the rules and regulations and other provisions of law applicable to the conduct of the business by the Service Provider. The Service Provider will be solely and exclusively responsible for payment of salaries/wages and other monetary, non-monetary benefits attached to the contract of employment the workers have with the Service Provider.
- xiii. All correspondence, notice shall only be in writing, duly signed by the authorized representative of the parties and shall be served vide Registered Mail/Speed Post/By Hand/Courier only at the address mentioned in Agreement or the last address known to the parties.
- xiv. It is also agreed between the parties that this Agreement is the complete and final understanding between the parties and supersedes any previous written and/or verbal/oral agreement/understanding.

6. Resolution of Disputes

In the event of any question, dispute or difference arising under this Agreement or in connection thereof, except as to the matter, the decision of which is specifically provided hereunder, shall be referred to arbitration by a sole arbitrator as laid down in the Arbitration and Conciliation Act. 1996. The rules made there under and any modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings as aforesaid. The venue and seat of arbitration shall be New Delhi or such other place as the Arbitrator may decide. The arbitration proceedings shall be conducted in English language.

Upon any and every reference as aforesaid, the assessment of costs, interest and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

7. Amendments to the Contract

This Agreement may be amended or modified with consent of both the 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 Ministry.

8. Force Majeure:

- Notwithstanding the provisions of contract, the Service Provider (Integrate Facility Management 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 Purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include but are not restricted to the acts of the Ministry 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 Service Provider shall promptly notify the authority

in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

9. Termination of Contract

The Ministry may terminate this contract, by giving a written notice of minimum 30 days to the Service provider being unable to perform a particular portion of the services for a period of more than 30 days. The Ministry may, by written notice sent to the 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 Ministry's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

10. Special Conditions

- ❖ The Service Provider or his vendor shall not pay wages lower than that of minimum wages of labour as fixed by the Govt. of India for application in NCR area or the Govt. of NCT of Delhi. The fair wage referred to will be deemed to be the same as the minimum wages payable as referred to above.
- ❖ The workers provided by the Service Provider will not have any direct employee-employer relation with MEA and hence, no worker so provided will claim any regularization of their services or enhancement in their wages from MEA. Payment of salaries and allowances to the worker would be the responsibility of the Service Provider as per the wages and other Terms & Conditions prescribed by Govt. of NCT of Delhi.
- ❖ The Service Provider shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work.
- ❖ All rates and lump-sum amounts, if any, shall be firm throughout the duration of the contract and no deviations shall be entertained by the Ministry in this context.