#### MANPOWER (HOUSEKEEPING/GENERAL ATTENDENT/MESSENGER) SERVICES FOR THE OFFICE OF **NIELIT DELHI CENTRE**

## **Terms & Conditions**

## 1. **BACKGROUND**

Housekeeping/Cleaning, upkeep of the office of NIELIT Delhi Centre at Parsvnath Metro Mall as specified below and providing general attendant/messenger services.

## 2. **PREMISES**

NIELIT Delhi Centre, 2<sup>nd</sup> Floor, Parsvnath Metro Mall, Inderlok Metro Station, Inderlok, Delhi – 110052. Area approximately 11500 sq. ft.

## 3. **PERIOD**

Contract, once awarded, shall remain valid for a period of one year, unless terminated earlier as per the provisions of Clause 15 hereof. The contract can be extended further with mutual consent.

## 4. **ADDITIONAL WORK**

In case, NIELIT Delhi Centre requires assistance for any other type of work, which does not fall in the job contents of this contract or on any day services of their personnel is required, beyond the prescribed duty time, extra payment shall be made on per man hour basis calculated proportionately based on the approved (applicable under Minimum Wages Act) of Govt. of NCT of Delhi manpower rates. However, for full day duty, the per day rates, as applicable from time to time, shall be paid and per hour rates shall not be applicable.

## 5. **PAYMENTS**

- Payments shall be released on a monthly basis against the pre-receipted bills received from the vendor after ascertaining that the quality of the services rendered by the Contractor were satisfactory and all personnel deployed, were present on all working days during the period covered by the bill.
- Payment prescribed from time to time by the Govt. of NCT of Delhi (unskilled, semiskilled and skilled workers) plus statutory payment on account of Provident Fund, ESI etc. for manpower shall be made at the rates applicable under Minimum Wages Act; of Govt. of NCT of Delhi.

- 5.3 The contractor shall submit the attendance sheet & payment release sheet of its personnel along with their bill for every month by 15<sup>th</sup> of every month along with EPF payment Electronic Challan Return (ECR) & EST payment challan.
- No increase in the rates during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages by Government of NCT of Delhi, the manpower rates will be revised proportionately.
- 5.5 The contractor has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at NIELIT Delhi Centre have been made in strict compliance of the provisions of the minimum wages act and that necessary payments on account of statutory provisions, for e.g. <u>ESI (4.75%)</u> / EPF (13.15%), etc. have been deposited with the concerned authorities, failing which the contract shall not only be terminated and security deposits forfeited but any other action, as deemed fit by NIELIT Delhi shall be taken. Service Tax will be paid on statutory payment like ESI/EPF payment.
- If any of the employees of the contractors' employees is found absent, the contractor shall immediately provide replacement at no additional expenses. Any absence without replacement shall entail deduction at the rate of the amount equal to 1½ times the prevalent per man day charges. If the substitute reports for duty after 10.00 AM, it will be viewed as absence for the half day and payment on that account shall be restricted by the amount equal to half the prevalent per man day rate.
- 5.7 Final bill shall be paid after 30 days from the completion / termination of the contract.

#### 6. **MANPOWER**

- A team of total 10 persons (MTS) i.e. 02 Security Guards, 05 Attendants, 02 Safaiwalas and 01 Driver shall be deployed at the premises of NIELIT Delhi Centre. This number is, however, subject to change with the provision that the charges for manpower shall be increased or decreased in proportion to the number of person deployed. It will be binding on the vendor to provide additional manpower, as and when asked for by NIELIT Delhi Centre.
- 6.2 The Supervisor of the contractor shall be the overall in charge of the services included in the scope of Contract and shall report to the officer/official designated by NIELIT Delhi Centre on day-to-day basis.

## 7. **TIMIING**

The employees of the contractor deployed at the premises of NIELIT Delhi Centre shall report for duty at <u>9.00 AM</u> and shall remain on duty till <u>6.30 PM</u> on all working days including <u>Saturdays</u>. Further, the reporting timing may be shifted as per requirements. The Janitors shall be eligible for a break of 30

minutes (in additional to Lunch & Tea breaks as per rules) on a rotation basis in order to ensure that all the Janitors do not leave the office together thereby disrupting the smooth operations. NIELIT Delhi Centre shall however, have the right to detain all or some of the employees of the contractor, beyond the above hours, on need basis and payment of overtime calculated on per man hour basis on prevailing rates for manpower costs shall be made for the same.

## 8. **SCOPE OF WORK**

- 8.1 The scope of work would include providing all housekeeping services including cleaning and general upkeep of the office premises of 11500sq.ft. approximately, furniture and office equipment of NIELIT Delhi Centre. The cost of contract shall, however, be increased in proportion to increase in the space occupied and manpower deployed. Cleaning of walls/wooden partitions, Floors, Desks Chairs, other fixtures, dusting of office equipments, window panes / grills and roof up to ceiling height shall be included in the scope of work.
- 8.2 Besides, cleaning/sweeping services, the Janitors deployed at the premises of NIELIT Delhi Centre by the Contractors shall provide general attendance and messenger services to the NIELIT employees.
- 8.3 The job shall include cleaning of toilets, wash basins, W.Cs Floors along with wall titles daily with water and detergent, stains removal in the toilets with acid and detergent.
- 8.4 The contractors shall have to supply all equipment, tools, etc, required for providing the housekeeping services. An indicative list of equipment and other tools/materials required is given in the item 14 of this document.
- 8.5 The prospective bidders may visit this office for inspection during working hours with prior appointment.

## 9. **SERVICES**

- 9.1 Outside normal working hours of NIELIT Delhi Centre employees i.e. 8.30 AM to 9.00 AM and 5.30 PM to 6.30 PM on all week days, the manpower deployed shall provide housekeeping, dusting and general cleaning services; while during the working hours i.e. 9.00 AM to 5.30 PM the personnel of contractors shall provide general attendant/messenger services for all purposes as may be required b NIELIT Delhi Centre. On Saturdays, thorough cleaning of the office premises shall be carried out by the personnel of the contractors.
- 9.2 General Cleaning Services to be provided on daily basis:
- 9.2.1 Cleaning/Dusting of furniture etc, of the entire office before 9.00 AM
- 9.2.2 Removal of waste paper and any other garbage from the entire premises.

- 9.2.3 Dusting of cupboards, telephone equipment first with dry cloth and then if required, with detergent spray, such as, Colin.
- 9.2.4 Mopping of common areas
- 9.2.5 Cleaning of Planters
- 9.2.6 Air freshener spray in all cabins, toilets and corridors, at least twice a day.
- 9.2.7 Restock toiletnes in toilets after daily checkups in the mornings, afternoons and on call basis during day time.
- 9.2.8 Cleaning / mopping of sitting area and reception area and passages on a continuous basis.
- 9.2.9 Cleaning and refilling of water jugs in all Sections/officer's Rooms.
- 9.2.10 Shifting / adjustments of furniture and other items etc., within the premises.
- 9.2.11 Acid cleaning and scrubbing of toilets, washbasins, sanitary fittings, glasses and toilet floors.

# 9.3 Thorough cleanliness services to be provided on every Saturday and any other days on specific call basis:

- 9.3.1 Cleaning of window glasses, frames and grills with Colin or any other good quality detergent.
- 9.3.2 Vacuum cleaning of carpeted floor, brushing of carpets and the office equipment on every Saturday, as and when required.
- 9.3.3 Cleaning of panel, posters and paintings, wooden cupboards including adjustments where needed.
- 9.3.4 Removal of cobwebs
- 9.3.5 Window sponging and cleaning
- 9.3.6 Cleaning of dustbins and buckets with detergent
- 9.3.7 Brass polishing of nameplates
- 9.3.8 Disinfectant spray in rooms/cabins on requirement basis
- 9.3.9 Cleaning of rooftops
- 9.3.10 Vacuuming of curtains/up holdings etc.

## 9.4 General Attendant/Messenger Services:

- 9.4.1 To move papers/files etc., from one destination to another within the offices of NIELIT Delhi Centre
- 9.4.2 To serve water, tea/coffee to the employees and visitors of NIELIT Delhi Centre as and when required.
- 9.4.3 To move furniture and other items within the office, as and when required.
- 9.4.4 To help in collection and dispatch of various parcels, inventors etc.
- 9.4.5 Any other attendance services required by the Officers of NIELIT.

## 10. RESPONSIBILITIES OF THE CONTRACTOR (S)

- 10.1 Strict compliance of the terms and conditions of this document should be maintained by the contractor. The staff employed by the contractors shall be subject to inspection by the authorized officers of NIELIT.
- 10.2 The contractors shall make payments to its employees in strict observance of Minimum Wages Act and other statutory requirements with regard to ESI/PF etc. Any failure on the part of the contractor in this regard will entail termination

of the contract and forfeiture of the Security Deposits in addition to other penal action as per law. Monthly salary and over-time payment to its employees will have to be release before 7<sup>th</sup> day of following month through Bank Account and details of bank transfer of payment shall be submitted along with monthly bills of the contractors.

- 10.3 The contractors shall maintain a log book in which daily attendance of the staff shall be marked to ensure that required number of persons is present in NIELIT Delhi office.
- 10.4 The logbook maintained by the contractors shall be shown daily to NIELIT representative at 9.00 AM and at any other time on demand.
- 10.5 The contractors shall make ensure that their personnel deployed in NIELIT attend all the jobs and complaints promptly.
- 10.6 The Contractors shall take case of any complaints regarding unsatisfactory jobs and shall in addition, attend to any other job assigned by the authorized representative of the NIELIT.
- 10.7 The contractors shall be responsible for the discipline of its personnel deployed at NIELIT's premises. Any failure in this regard, will be viewed as breach of contract leading to forfeiture of security Deposits and other action, as deemed fit by NIELIT Delhi Centre.
- 10.8 If any of the contractor's employees is found absent, the contractor shall immediately provide replacement at no additional expenses. Any absence without replacement shall entail deduction at the rate of the amount equal to 1½ times the prevalent per man day charges. If substitute reports for duty after 10.00 AM , it will be viewed as absence for the half day and payment on that account shall be restricted by the amount equal to half the prevalent per man day rate.
- 10.9 If any of the contractors employee is found to be arrived late by more than 15 minutes for three days or more in a month than it will be viewed as absence for half day for each three days late and payment on that account shall be restricted by the amount equal to half the prevalent per man day rate.
- 10.10 The contractors shall ensure that property of NIELIT Delhi Centre is not damaged due to negligence of contractors' employee while on duty of NIEILT Delhi Centre. In case of any damage, the contractors shall be responsible to bear the losses.
- 10.11 Only adult personnel shall be deployed for duty by the contractors.
- 10.12 The contractors shall deal and settle the matters connected with service matters / service conditions of its employees, Union activities etc. and shall make sure that no labour problem is passed on to NIELIT under any

- circumstances, all precautions shall be taken by the contractors to ensure that no liability on account of if its personnel deployed to serve the NIELIT Delhi Centre is in any condition passed on to NIELIT Headquarter.
- 10.13 The contractor shall ensure that the staff employed by them is well mannered, etiquette, well training in the housekeeping and attendance services and posses good conduct. Physical and medical fitness of the personnel for the job shall also be ensured.
- 10.14 The contractor shall provide uniform to each of its staff members and ensure that they are properly <u>attired</u> including dress, shoes and also carry name places etc.
- 10.15 NIELIT Delhi Centre shall not be responsible for any claim of whatsoever nature against the contractors from third party including claims, if any, from the personnel employed by the contractors and deployed at the NIELIT 's offices.
- 10.16 The contractors shall submit character verification of its employees the workers deployed at NIELIT' offices and at other places through NIELIT from the Police Authorities within two months of the award of contract.
- 10.17 The contractor should indemnify the NIELIT Delhi Centre at all times against all claims, damages or compensation under provisions of payment Wages Act, 1923, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act 1947, The Maternity Benefit Act, 1961, Delhi Shops and Essential Commodities Act including any amendments to the said acts or any other law relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. NIELIT Delhi Centre shall not be subjected to own any responsibility under the provisions of any such Acts, Laws or Rules.
- 10.18 The office of NIELIT Delhi Centre is located at Parsvnath Metro Mall, Inderlok Metro Station, Inderlok and as such, its employees have to follow and observe the instructions issued by NIELIT Delhi Centre.

## 11. RESPONSIBILITIES OF NIELIT DELHI CENTRE

- 11.1 NIELIT Delhi Centre shall provide
- 11.1.1 Sitting place for the personnel of the contractors and storage space for the material to be stocked.
- 11.1.2 Telephone for any complaints, if necessary
- 11.1.3 Dustbins, etc.
- 11.1.4 Settlement of bills received from the contractors within 10 days.

#### 12. **TERMINATION AND PENALTY**

- 12.1 The contractors shall be responsible for compliance of the terms & conditions of this agreement, failure on this account will attract forfeiture of their security deposits as well as termination of their contract. In the event of termination of the contract, NIELIT Delhi Centre shall be free to get the work done through some other agency for the remaining period of the contract at the cost and risk of the contractors.
- 12.2 In case of unsatisfactory performance on the part of the contractors their personnel, NIELIT Delhi Centre shall be at liberty to deduct up to 25% of monthly billed amount. This 25% will be in addition to the deductions made on account of non supply of materials and absence of personnel of the contractors.
- 12.3 This contract can be terminated by either side by giving sixty day's notice. In the event of such termination the payments proportionate to the work performed shall be made.

## 13. TOOLS & PLANTS (MACHINERY)

- 13.1 The contractor shall ensure availability of following tools/machineries in the NIELIT Delhi Centre.
- 13.2 Vacuum cleaner including all accessories
- 13.3 Floor Grinding machine including all accessories (Brush) on weekends & also as and when needed.

## 14. MISCELLANEOUS TERMS & CONDITIONS

- 14.1 The decision of the Director of the Centre: on any dispute, arising out of or relating to the contract including the interpretation of a part or full of his document, shall be final and binding on the parties.
- 14.2. The Director, NIELIT Delhi Centre: reserves the right to reject the quotation without assigning any reason.
- 14.3 Any overwriting/funding/corrections in the offer submitted by the vendor should be authenticated by the signatures of the authority signing the bid. Failure on this account may lead to rejections the bid.
- 14.4 Incomplete Quotations shall be summarily rejected. If any column in the Proforma at **Annexure-I** or **Annexure-II** submitted to NIELIT Delhi Centre remains blank or filled with inappropriate/incomplete information, the bid would be treated as incomplete.
- 14.5 A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must

- be submitted with the Technical Bid (**Annexure-I**). The offers not accompanied by a duly signed copy of this document shall be rejected.
- 14.6 This document shall be interpreted as per Indian Laws and shall have Delhi jurisdiction.
- 14.7 The lowest tender shall be decided on the basis of lowest cost.

# 15. <u>ELIGIBILITY REQUIREMENTS FOR A PARTY TO PARTICIPATE IN THE TENDER</u>

- 15.1 The eligibility of the vendor to participate in the Tender shall be as under:
- 15.2 The vendor should have been in the business of providing attendant & housekeeping services for more than 5 years.
- The annual turnover of the vendor for the past 3 years immediately proceeding the current financial year should not be less than Rs. 50 lakhs. A copy of the Income Expenditure Statement duly authenticated by a practicing CA to prove the vendors' turnover must be submitted with the Technical Bid.
- A Comprehensive list of clients served/being served by the party must be provided with the Technical Bid, Certificates from at least three clients (with contract value not less than Rs. 12 lakhs per annum) confirming satisfactory services by the party during last five years must also be submitted by the party with the Technical Bid, failing which tender may not be considered.
- The vendor should have serviced at least one client where they provided services as indicated in article 10 thereof, i.e. providing attendant services and housekeeping services. Documentary evidence to this effect must be submitted along with technical bid.
- 15.6 The vendor should have registered under ESI Act (Certified copy to be attached)
- 15.7 The vendor should have registered under Service Tax Registration (Certified copy to be attached)
- 15.8 The vendor should have Provident Fund Account Number allotted by Provident Fund Commissioner.
- 15.9 Earnest Money Deposit (EMD) of Rs. 5,000/- by Demand Draft favouring NIELIT Delhi Centre payable at Delhi must be attached with the Technical bid not accompanies by EMD shall be rejected. While the amount deposited by the unsuccessful bidders would be refunded within a month of the opening of the bids, the amount in respect of the successful bidders would be refunded after a submission and acceptance of Performance Security, as per Item 17 hereof is received. In case the contractors selected, backs out, the EMD shall be forfeited.

- 15.10 The contractor should submit its offer in two parts separately in the prescribed proforma enclosed (**Annexure-I and Annexure-II**)
- 15.11 The contractors must have PAN card and a copy of the same should be submitted with Technical Bid.
- 15.12 The bidder must have a positive Net profit during the past three years (2014-15, 2015-16 and 2016-17). Copies of Balance sheets authenticated by CA must be submitted as evidence.

## 16. **SECURITY DEPOSITS**

16.1 Successful bidder will have to provide a Performance Security of an amount equal to 10% of the annual value of the contract. The security deposit can be submitted in the form of DD or FDR in favour of NIELIT Delhi or a Bank Guarantee valid for a period of twenty six months from the date of award of the contract. The performance security will be invoked in case the contractor fails to meet its obligations under this contract. The bank guarantee must provide appropriate provisions for the same.

## 17. PROCEDURE FOR SUBMISSION OF THE BIDS

- 17.1 The Bid should be submitted in two parts i.e. Technical Bid and Financial Bid in Proforma given in **Annexure-I** and **Annexure-II**, respectively. The two proforma, duly filled in, with all relevant documents attached, should be sealed in separate covers with each cover being super scribed with the title "**Technical Bid**" or "**Financial Bid**", as the case may be. Both these covers should then be sealed in a bigger cover and submitted at NIELIT Delhi Centre office, on or before the prescribed cut-off date. The Bigger envelope containing the envelopes of Technical and Financial Bids addressed to **The Director**, NIELIT Delhi Centre, 2<sup>nd</sup> Floor, Parsvnath Metro Mall, Inderlok Metro Station, Inderlok, Delhi 110052 and super scribed with the statement "**Proposal for Housekeeping and General Attendant Services**" must reach at the given address at or before the closing time and date indicated on top of this document. The tenderers are allowed to depute their representative (one per Tender) for Technical Bid Opening on the prescribed date and time.
- 17.2 Financial Bid of only those tenderes, who meet the eligibility criteria and whose Technical Bid is accepted by NIELIT Delhi Centre shall be opened by the duly constituted Committee in this office on notified time, date, place in presence of qualified bidders or their duly nominated representatives, if deputed by them and Financial Bid of tenderes who do not qualify as per conditions of the Technical Bid shall not be opened.
- 17.3 No price should be mentioned in Technical Bid otherwise the bid is liable to be rejected.

## PROFORMA FOR FURNISHING TECHNICAL BID

(Please go through the terms and conditions before filling up this Proforma)

SI No	Subject	Details	Pg. No. of enclosures
1	Name, Address & Telephone No. of the Organization		
2	<ul><li>(a) Date of commencement of Business</li><li>(please furnish proof in support of your statement)</li><li>(b) Labour License No. &amp; Date (Attach copy)</li></ul>		
3	Status of the Organization (i.e. Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under Societies Registration Act. etc.)		
4	Registration No. of the Organization (Please attach Certificate of Registration/Incorporation)		
5	Name of CEO/ Proprietor		
6	Name, designation and address including contact no. of the Contact Person		
7	Annual Turnover during the years 2014-15, 2015-16 and 2016-17 (attach copies of audited Profit Loss Account/Income & Expenditure statements and Balance Sheet)	2014-15 2015-16 2016-17	
8	<ul><li>(a) Sale Tax/ VAT No. (attach copy)</li><li>(b) GST No. (Attach copy of ST Registration)</li></ul>		
9	PAN No. (Attach copy)		
10(a)	Details of Contract(s) successfully completed which satisfies the provisions of Clause IV (iv) of Tender Document. (Provide Name, Address and Annual Cost of Contract, details of Contact Person) (Attach copies of Contract(s) and Certificate of Satisfactory Completion of the Contract(s))		

(b)	No. of clients served in and around Delhi on the date of submission of bid		
	(Please enclose a comprehensive list with address and telephone no. of Contact Person)		
SI No	Subject	Details	Pg. No. of enclosures
(c)	Details of Central/ State Government Department/ Autonomous Body/ PSU served or being served by the bidder (attach copies of the orders)		
11	Details of EMD (DD enclosed)  (DD should be drawn in favour of NIELIT, payable at New Delhi)	DD No  DD Date  DD Amt. <b>Rs 5,000/-</b> Drawn on	
12	<ul> <li>(a) Manpower strength in own office (attach documentary proof in support)</li> <li>(b) No. of employees being provided to existing clients excluding unskilled staff (attach copy of ECR of last month in support)</li> </ul>	Managerial Supervisory employees Others (please specify)	_
13(a)	Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees	YES/ NO	
(b)	PF Registration No. and Date (enclose a copy of relevant documents)		
14(a)	Whether registered with ESIC	YES/ NO	
(b)	Registration No. and Date (enclose a copy of relevant documents)		
15	Whether the bidder adheres to the provisions of relevant rules and laws related to payment of minimum wages and social securities (Please note adherence to these orders/ Rules is mandatory)	YES/NO	
16	Labour Licence No. (Attach copy)		
17	Whether ISO 9001-2000 certified? If yes, attached a self-attested copy of the same.		
18	<ul><li>(a) Do you have an Accounts Manager &amp; a Payroll &amp; Accounts Department?</li><li>(b) Do you offer a dedicated Accounts Manager to the client?</li></ul>	YES/ NO YES/ NO	
19	Whether you have any point of disagreement with the terms and conditions stipulated in the Tender Document? If yes, please specify and also		

	indicate suggested solution. (if space is not sufficient, please attach separate sheet.)		
20	Undertaking submitted on a stamp paper of Rs.100/- (Rupees One Hundred Only) as per format prescribed.	YES/ NO	

#### **DECLARATION:**

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the NIELIT to accept/ reject "the points of disagreements and proposed solution provided by us" would be final and binding.
- d) The signatory to this bid is authorized to sign such bid on behalf of the organization.

	Signature :	
	Name :	
	Designation :	
	Seal of the Company :	
Place	_	
Date:		

## PROFORMA FOR FURNISHING FINANCIAL BID

- 1. Name, Address and Telephone : Number of the Organization
- 2. Name of the C.E.O/Proprietor
- 3. Rates offered

S.No	Description	Rates per month (Rs.)
1.	Service charges inclusive of company's overheads, T&P profits etc. to be charged. Kindly quote in terms of percentage of sum total (employee's salary + other statutory charges)	
2.	GST	
3.	Any other Tax/Levi (please specify)	

#### **DECLARATION:**

- 1. We understand that:
- (i) The rates are to be quoted against all columns/rows. If no other tax / levy is applicable, a NIL entry must be made against the relevant column.
- (ii) The payment to the employees will be made through bank as per rates prescribed by Govt. of NCT of Delhi from time to time under Minimum Wages Act and applicable statutory payments on account of Provident Fund, ESI etc.
- (iii) NIELIT Delhi Centre reserves the right to cancel this Tender in case no satisfactory bid is received. In that case, it can re-tender the requirement.
- (iv) NIELIT Delhi Centre may accept or reject any offer without assigning any reason whatsoever.
- (v) The vendor awarded the contract shall not be allowed to withdraw or transfer the contract in the name of some other company or its principal. In case, it withdraws its offer, the EMD will stand forfeited.
- (vi) The lowest tender shall be decided on the basis of lowest cost (L1) as per service charges per month.
- 2. It is certified that the information furnished above is correct.
- It is confirmed that the signatory to this document is authorized to sign the contract on behalf of the applicant organization and the commitments made herein are binding on them.

	SignatureName	
	Designation	
	Company	
Place:		
Date :		