

F.4(16)/2002/UTCS/CT/PF/23020

Dated: 13.12.2016

Sealed tenders through e-tendering are invited under Two-Bid system for an **estimated cost of Rs. 17,22,000/- (Rupees Seventeen Lakhs Twenty Two Thousand Only)** from proprietorship firm/partnership firm/joint venture/consortium company with capacity to provide sanitation and housekeeping services with the suitable and uniformed trained manpower **(which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009)** in the Directorate of Training (UTCS) for a period of **two years** on contract basis.

Last date for submission/receipt of tender(s) is **02.01.2017 at 14.00 Hrs.** and will be opened by the Tender Committee in the presence of bidder or its/their authorized representatives who wish to remain present on the same day at **15:00 Hrs.** in the Office of Estate Officer, UTCS, Government of NCT of Delhi. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time, as scheduled above. **Only the bids uploaded through e-procurement portal of Delhi Govt. NCT of Delhi at <http://govtprocurement.delhi.gov.in> will be considered for their evaluation.**

**Designation of the Authorized Officer:- Estate Officer,  
Name and Address of the Department:- Narinder Singh,  
Directorate of Training (U.T.C.S.), Institutional Area, Vishwa  
Nagar, Shahdara, Delhi-32  
Telephone No. 22303949.**

# NIT FOR OUTSOURCING OF SANITATION AND HOUSEKEEPING SERVICES

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL:-

1.1 The present tender is being invited for Sanitation and Housekeeping Services upon finalization of which the contractor shall provide uniformed trained personnel **(nine personnel as per SIU norms issued by Administrative Reforms Department, Govt. of NCT of Delhi vide office order dated 16/01/2009)** and shall also provide sanitation and housekeeping of the building, equipments, materials, as specified in the SCOPE OF WORK, in Directorate of Training (UTCS), Government of NCT of Delhi.

### 2. ELIGIBLE BIDDERS:-

2.1 All proprietorship/partnership/joint venture/consortium firm/companies, who are providing similar kind of services for at least last three consecutive years i.e. from 01.04.2012 to 31.03.2015 and having average annual turnover of **Rs. 5,17,000/- (Rupees Five Lakh Seventeen Thousand only)** during the last three financial years in the books of account.

2.2. The bidder should have the experience of completion of similar works during last **five years** (i.e. 01/04/2011 to 31/03/2016) in any of the Departments/Autonomous Institutions /Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar successfully and satisfactorily completed works costing not less than **Rs. 6.90 Lakhs** (40% of the estimated cost); or
- (b) Two similar completed works costing not less than **Rs.8.61 Lakhs** (50% of the estimated cost); or
- (c) One similar completed work costing not less than **Rs.13.78 Lakhs** (80% of the estimated cost).

### 3. QUALIFICATION OF THE BIDDERS:-

3.1 The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint venture.

3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Bidder shall furnish the complete details as mentioned in Annexure-I along with supporting documents i.e. authorization along with Board of Directors resolution letter/power of attorney.

3.3. Bidder or members of a partnership, joint venture or consortium shall submit a **copy of PAN card under Income Tax Act and also copy of TIN under DVAT Act, of the owner/same firm/consortium/joint venture as the case may be. As PAN & TIN are mandatory requirement for depositing TDS to the Govt. account in the name of contractor.**

3.4. Bidder must upload scanned and duly self attested copies of all documents required along with technical bid of the tender.

3.5. Each Bidder (owner in case of proprietorship/ authorized person in the case of partnership firm/joint venture/consortium) or any partner, along with the bid in Annexure-VIII, is required to confirm and declare that no agent/middleman/any intermediary person has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid. If the Directorate of Training (UTCS) subsequently finds to the contrary, the Directorate of Training reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

### 4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or through authorized person in case of partnership firm/joint venture/consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

### 5. COST OF BID:-

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid

and the Directorate of Training will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5.2 Applicable Taxes are not included in the Estimated Cost of the Tender. Since these may vary from time to time.

## **6. VISIT TO DEPARTMENT:-**

The bidder(s) are advised to visit and acquaint himself/ themselves with the area and operational system on or before the closing date and time tender. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Directorate of Training and is aware of the operational conditions prior to the submission of the tender documents.

## **7. TENDER DOCUMENTS:-**

### **7.1 Contents of Tender Documents.**

The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Sanitation and Housekeeping Services. The Tender document comprises of:-

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Annexure-I: Details of Bidders/and Authorized person
- (e) Annexure-II: Check list for pre qualification bid for sanitation/housekeeping services.
- (f) Annexure-III: Undertaking on Rs. 100/- stamp paper.
- (g) Annexure-IV: Form of Bank Guarantee for Bid Security.
- (h) Annexure-V: Form of Bank Guarantee for Performance Security.
- (i) Annexure-VI: Form of agreement.
- (j) Annexure-VII: Declaration in the form of affidavit on Rs. 10 stamp papers regarding proprietorship concerned firm.
- (k) Annexure-VIII: Declaration regarding (Para 3.5 of NIT) no agent/middle man/intermediary has been or will be engaged to provide any services, on any other item or work related to the award and performance of this contract.
- (l) Annexure-IX: Declaration regarding not involved in any legal/court cases/ issues and not blacklisted by any department of Govt./Corpn./institution/PSU.
- (m) Annexure-X: Authority on letter head regarding authorized person, which should be supported by copies of the resolution duly signed by the Board of Directors in favour of Authorized signatory, if applicable.

**7.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender documents. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender documents in every respect will be at the bidder's risk and may result in rejection of his bid.**

**7.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender documents and may result in rejection of his bid.**

## **8. CLARIFICATION OF TENDER DOCUMENT:-**

In case the bidder has any doubt about the meaning of anything contained in the Tender documents, he/she shall seek clarification from the Office of Estate Officer not later than two weeks before submitting his bid. All communications between the bidder and the Directorate of Training shall be carried out in writing. **It may also be kept in mind at the time of filling up the price bid (through e-procurement portal of Delhi Govt.) that the personnel engaged for the work shall be nine in number and the bidder must include the minimum wage, contribution towards EPF, ESI, Bonus, Weekly off replacement charges etc. at the prescribed rates issued from time to time by the Govt. Minimum wages whenever revised by the Labour Department, Govt. of Delhi shall be paid by this Directorate on revised rates. Bidder shall also include the price for material & consumables, cost of Uniform and Service/Administrative charges at the time of quoting price bid, being single responsibility tender. Further, bidder must submit valid Licence under Contract Labour Act, 1970 within 10 days of letter of offer to be provided by this Directorate in case contract is awarded to the successful bidder.**

## **9. PREPARATION OF BIDS:-**

**9.1 Language.** The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

## **9.2 Documents Comprising the Bid.**

9.2.1 Tender documents issued for the purposes of tendering as described in above Clause 7.1 are an e-bid/e-tender.

9.2.2 The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid **through e-tendering.**

9.2.3 **The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 80,000/- (Rupees Eighty Thousand Only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in acceptable form in favor of Director, Directorate of Training (UTCS) scanned and uploaded along with tender documents. The Bid Security shall remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

9.2.4 Original copy of bid security/EMD shall be deposited with the Estate Officer, Directorate of Training, (UTCS) at the address given in the Tender document before the closing date and time of tender.

9.2.5 The Bidder (authorized person in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2(a) (b) and(c), completed in preceding five years (i.e. 01/04/2011 to 31/03/2016), which were similar in nature as in the present contract requiring supply of trained man power to provide Sanitation and housekeeping Services.

## **9.3 BID PRICES:-**

**9.3.1 Bidder shall quote the rates on the basis of rates per square meter in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in the Tender document. This includes all the statutory liabilities of the contractor such as cost of uniform to the personnel deployed by the contractor and all other existing and future i.e. during the period of contract statutory liabilities (like Minimum Wages, ESI, EPF contributions, Bonus, Weekly off replacement charges) applicable as on date, service/administrative charges subject to applicability of particular Acts, (document in support shall also be enclosed) cost of material & consumables etc. Applicable taxes i.e. Service Tax & DVAT will be charged separately which should be clearly stated by the contractor while raising the bill. However, bidder shall follow the instructions given in clause 8 (Clarification of Tender Documents) of the NIT and shall quote the price bid in accordance with these instructions.**

**9.3.2 Conditional bids/offers will be summarily rejected.**

**9.3.3 Price bid to be quoted excluding applicable taxes i.e. Service Tax & DVAT.**

**9.3.4 Price bid should also exclude any expected revision of minimum wages in future by Labour Department, Govt. of Delhi on the number of person which are to be engaged as per SIU norms {as has been mentioned in clause 1 (General) of the NIT} and disclosed before issue of letter of offer.**

**9.3.5 Minimum wages whenever revised by the Labour Department, Govt. of Delhi shall be paid by this Directorate on revised rates.**

## **9.4 TENDER DOCUMENT:-**

All tender documents shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Tender document shall be signed by a duly authorized representative. Duly completed and self attested tender documents along with copies of relevant power of attorney/authorization letter, undertaking shall be scanned and uploaded.

## **9.5 Currencies of Bid and Payment:-**

The bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees on monthly basis.

## **9.6 Duration of Contract:-**

The contract shall be valid initially for **two** years and the Directorate of Training reserves the right to curtail or extend the contract period on the same terms and conditions for such period as may be agreed to on yearly basis, but not beyond further two years.

## **9.7 BID SECURITY:-**

The contractor shall deposit Bid Security (Earnest Money Deposit) in this Directorate (UTCS) physically and also upload a copy on e-procurement portal for an amount

of **Rs. 80,000/- (Eighty Thousand only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of Director, Directorate of Training (UTCS) along with the Tender documents. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

9.7.1 Bid security is to be obtained from the bidders except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department (ref. Rule 157 of GFR 2005).

9.7.2 Any Tender not accompanied by Bid Security shall be rejected except mentioned as per above NIT clause 9.7.1.

9.7.3 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract to successful bidder.

9.7.4 Bid security of the successful bidder shall be returned on receipt of Performance Security by the Department and after signing the agreement.

9.7.5 Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

9.7.6 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within 15 (Fifteen) days from the date of letter of work award.

#### **9.8 Format and Signing of Bid:-**

Self attested documents (each page) should be scanned and uploaded on the e-portal of Govt. of N.C.T. of Delhi by the bidder on or before the date and time of closing of tender.

#### **10. Submission of Bids:-**

10.1 The bidder(s) who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc, in the standard formats prescribed in the Tender Documents, displayed at <http://govtprocurement.delhi.gov.in>. The bidders should upload the scanned and self attested copies of all the relevant certificates, documents etc, in the <http://govtprocurement.delhi.gov.in> in support of their Technical bids. **The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.**

10.2 The Pre-qualification Bid / Technical Bid shall consist of the following documents:-

(a) Bid Security (Earnest Money Deposit) for an amount of **Rs.80,000/-** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favor of Director, Directorate of Training (UTCS), is to be scanned and uploaded along with the technical bid documents and the Original Bid Security (EMD), DD/FDR/BG shall be deposited in the office of Estate Officer (Care Taking Branch) before closing of bid uploading time and date. If exempted from depositing Bid Security/EMD then certificate of exemption should also be scanned and uploaded on e-portal as per NIT clause 9.7.1.

(b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also as per **Annexure-I**

(c) Self attested copy of PAN card under Income Tax Act of Owner/ Partnership firm/Joint venture/consortium Company;

(d) Self attested copy of Service Tax Registration Number;

(e) Self attested copy of Valid Registration No. of the Agency/Firm as the case may be, self declaration on form of Affidavit Rs. 10/- by proprietor ;

(f) Self attested copy of valid Provident Fund Registration Number;

(g) Self attested copy of valid ESI Registration Number;

(h) Self attested copy of TIN under DVAT Act;

(i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheets for last three years i.e. 01/04/2012 to 31/03/2015;

(j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations;

(k) Undertaking regarding firm/agency is not blacklisted by any Department/Organization of the Government of NCT of Delhi or any PSU or any other organization.

(l) Undertaking regarding clause 3.5 of NIT as per Annexure-VIII.

(m) Duly filled and signed Annexure-II, III, VII, VIII, IX and X.

10.3 The bid shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

10.4 All the documents mentioned in clause 10.2 of the NIT shall be uploaded with the technical bid, failure to submit any of the documents shall result in disqualification of the technical bid of the bidder and no representation shall be entertained in any case, in this regard.

#### **11. Late and Delayed Tenders:-**

11.1 Bids must be uploaded on the e-portal i.e. <http://govtprocurement.delhi.gov.in> not

later than the date and time stipulated in the NIT. The Directorate of Training may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Directorate of Training and the Bidder will be the same.

11.2 Any Bid security/EMD received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned to the bidder. Scanned copy of Bid security/ EMD shall also be uploaded on e-portal.

## **12 Bid Opening and Evaluation:-**

12.1 The authorized representatives of the Directorate of Training will open the Pre-qualification/Technical Bids in the presence of the Bidders or their representatives who choose to attend at the appointed place and time.

12.2 The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

12.3 **Conditional bids will also be summarily rejected.**

12.4 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders who choose to be present.

12.5 **Bidder has to provide the breakup of price bid along with number of manpower to be engaged (which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009) to the technical evaluation committee as and when asked within two working days from the receipt of communication. The breakup of the price bid shall specifically contain statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R & A) Act, ESI, EPF, Bonus, weekly off replacement charges (if any) applicable as on date, cost of Uniform of personnel deployed by the contractor, Services/Administrative Charges, Cost of material & consumables etc. but exclusive of Service Tax and DVAT, subject to applicability of particular Acts (document in support shall also be enclosed). In case of failure to provide specific rates of each of the obligations as mentioned above, the bid shall be liable to be rejected summarily without providing further opportunity.**

## **13. Right to accept any Bid and to reject any or all Bids:-**

13.1 The Directorate of Training (UTCS), Government of NCT of Delhi, is not bound to accept the lowest or any bid and may at any time terminate the tendering process.

13.2 The Directorate of Training (UTCS), Government of NCT of Delhi, may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/ Municipalities/Public Sector Undertakings, etc.

13.3 The Directorate of Training (UTCS), Government of NCT of Delhi, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

## **14 Award of Contract:-**

14.1 The Directorate of Training (UTCS), Government of NCT of Delhi, will award the contract to the successful bidder i.e. whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding tender documents.

14.2 The Directorate of Training (UTCS), Government of NCT of Delhi, will communicate to the successful bidder by Register Post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

14.3 The successful bidder shall be required to submit valid licence under Contract Labour Act, 1970 to this Directorate within ten days of issue of offer letter.

14.4 The successful bidder will be required to execute a contract agreement in the form specified in Annexure-VI within a period of 15 days from the date of issue of Letter of Offer.

14.5 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of Rs.\_\_\_\_ /-(Ten per cent of the total value of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-V) in favor of Director, Directorate of Training (UTCS). The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations during the contract period. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly and submitted to the Directorate of Training.

14.6 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

**Designation of the Authorized Officer:**

**Address of the Department:**

Estate Officer  
Directorate of Training (UTCS)  
Institutional Area, Vishwas Nagar,  
Shahdara, Delhi-32.

**SCOPE OF WORK OF THE CONTRACTOR**

**A. Details of Area to be cleaned**

Sl. No	Details of identified areas	Frequ ency	Days	Area (in Sq. M)/ No. of items	Remarks, if any
1	Covered area of Admn. Block, Hostel Block, Training and Seminar Halls, Auditorium	1	1	3820.66	Including area of Auditorium 476 and garage 131.51 SM.
2	Veranda/Stair case	1	1	816	
3	Walls with tile work	1	15	600	
4	Open space like roads, court yards, garage, parking lots	1	1	3742	
5	Play ground (Badminton court)	1	7	169.54	
6	Window panes/Glass Door	1	15	1200	
7	Toilets/bathrooms/urinal pots	3	1	74 items	Frequency of 25 hostel toilets will be once in a day.
8	Wash basins/mirrors etc.	1	1	101 Items	
9	Other office & hostel articles like furniture, fixtures, doors, windows, telephones, computer systems, printers, photocopiers, paintings etc.	1	1	300 items	
10	Other seminar hall / class rooms/ Auditorium articles like furniture, fixtures, computer systems, paintings etc.	1	7	700 items	

NOTE: Hostel Block includes 25 suits with attached Toilet and Mess etc.

**B. DUTIES AND RESPONSIBILITY OF SANITATION STAFF:**

1. Cleaning of floor areas, vertical finishes (walls)/tile walls, roof and false ceilings, glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminum grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, etc. All the covered area including all rooms, corridors, stair-case, associated bathrooms and toilets of Office on all floors and open area including roads, paved areas and terrace including overhead water tanks, if any.
2. **All consumables and material (of good quality) required for providing sanitation/housekeeping services shall be procured by the contractor, cost of this should be included in the price bid at the quoting rates.**
3. Washing and cleaning and maintenance of Indoor and Outdoor decorative plants, flower pots.
4. Cleaning and sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, room fresheners, etc. to maintain hygienic atmosphere. In r/o hostel toilets frequency of cleaning will be once a day.
5. Cleaning and maintenance of all the drains within the compound of the Directorate of Training.
6. Supply of suitable and adequate number of dustbins, cleaning of dustbins and removal/disposal of collected garbage to Corporation Dhalao.
7. Pest/rodent/mosquitoes/larva control is to be ensured in the entire campus of the Directorate of Training in all covered and open area at least once in a month or as when required by Directorate of Training/Estate Officer.
8. Cleaning of all equipments available in the rooms/offices/hostel/Computer Lab/Seminar Hall including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, Air-conditioners, window, doors, window panes etc. is to be carried out regularly by dusting or wet mopping or vacuum cleaning as the case may be.
9. Cleaning of all Electrical and electronic items fixed or portable in the hostel as well as Admn.Block.
10. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
11. Cleaning of lifts from inside (all components).
12. Cleaning of fire-fighting equipments, CCTV and public address systems, etc.
13. Cleaning of all miscellaneous equipments as available or being provided from time to time.
14. The cleaning of carpets, etc. with modern gadgets shall be done once a week.
15. Cleaning and sweeping of Auditorium hall and its furniture will be carried out as and when required.
16. Sweeping/Cleaning and wet mopping of the main hall of canteen/kitchen/pantry area of reception and verandah on first floor of Admn. Block, shall be done twice a day.
17. **Any other provisions as advised by the Employer may be incorporated in the agreement. The same shall also be binding on the contractor.**

## TERMS AND CONDITIONS OF CONTRACT

- 1 **The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.**
- 2 "NOTICE TO PROCEED" means the notice issued by the Directorate of Training to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 3 If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Directorate of Training for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign.
- 4 Any act on the part of the tenderer to influence anybody in the Directorate of Training is liable for action deemed fit under statutory laws.
- 5 The execution of cleaning of housekeeping and sanitation work shall be performed by the contractor's employee and with the help of mechanized equipments, wherever required.
- 6 The cleaning/sanitation/housekeeping work shall be performed to the satisfaction of the Directorate. It shall involve dusting, dry and wet moping, sweeping, vacuum cleaning etc. in such a way that all premises of the Directorate of Training always look neat and clean.
- 7 The cleanliness will be periodically checked by the Director (Trg.)/HOD or any person authorized by him based on certain objective criteria to measure level of cleanliness and the contractor shall abide by those criteria. Some of these are as follows:
  - (a) Shine level, presence of dust, pan and gutka stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
  - (b) Dust or cobwebs etc. on roof, window grills etc.;
  - (c) Finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors;
  - (d) Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets/bathrooms.
- 8 The manpower engaged **(which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009)** should be trained in management of waste also so that waste is disposed off to the nearest dhalao of the Municipal Corporation in a manner without affecting the environment as per pollution control directions.
- 9 All the consumables and disposables required for cleaning and housekeeping are to be procured by the contractor. All consumables and disposables should be of good quality and eco-friendly.
- 10 The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Directorate of Training and Directorate of Training.
- 11 Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
- 12 The staff engaged by the contractor shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the Directorate of Training. Adequate supervision will be provided to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 13 The list of staff going to be deployed shall be made available to the Directorate of Training and if any change is required on part of the Directorate of Training fresh list of staff shall be made available by the contractor after each and every change.
- 14 The contractor shall be responsible to provide immediate replacement for any of the contractor's staff being on leave or absent. Additional staff as may be required for additional area for which prior information would be given shall also be provided.
- 15 The contractor shall deploy his personnel only after submitting details of each employee. The Directorate of Training shall be informed at least one week in advance of all changes, replacement of manpower along with details of new manpower.
- 16 Regarding the number of employees to be engaged **(which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009)** which are shown in the breakup of price bid, should not be reduced or enhanced by the contractor at any stage during the period of contract.
- 17 It will be the sole responsibility of the contractor that the men engaged are trained and the Directorate of Training will not be liable for any mishap, directly or indirectly.
- 18 The contractor shall not deploy any minor for sanitation/ housekeeping services in the Directorate. Person deployed by the contractor should be physically fit and should not have any contagious disease.
- 19 The Directorate of Training shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
- 20 All liabilities arising out of damage/accident or death of any of contractor's employee while on duty shall be borne by the contractor.



- 21 The contractor shall indemnify and hold the Directorate of Training harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 22 The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Directorate of Training and shall not knowingly lend to any person or company any of the effects of the Department under its control.
- 23 The contractor shall be responsible to maintain all property and equipment of the Directorate of Training entrusted to him/her. Any damage or loss caused by contractor's persons to the Directorate of Training in whatever shape would be recovered from the contractor.
- 24 During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Directorate of Training or about any misbehavior/misconduct of any kind shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 25 Contractor shall ensure that the sanitation staff deployed in the Directorate of Training does not accept any gratitude or reward in any shape from anybody in the Directorate's complex.
- 26 The persons employed have to be extremely courteous with pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The Directorate of Training shall have the right to have any person changed/replaced by the contractor without assigning any reason. The contractor shall have to arrange the suitable replacement in such cases.
- 27 The contractor shall ensure that its personnel shall not at any time, without the consent of the Directorate of Training in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Directorate of Training and shall not disclose to any information about the affairs of Directorate of Training. This clause does not apply to the information, which becomes public knowledge.
- 28 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 29 The contractor shall ensure that the Sanitation/Housekeeping staff shall not take part in any staff union and association activities.
- 30 The Directorate of Training shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
- 31 The Directorate of Training shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Directorate of Training does not recognize any employee employer relationship with any of the workers of the contractor.
- 32 (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to **double the wages of number of sanitation staff absent on that particular day** shall be levied by the Directorate of Training and the same shall be deducted from the contractor's bills.
- (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it **will be treated as absence and penalty as mentioned in point 32(a) shall be levied.**
- (c) In case any complaint about misconduct/misbehavior of contractor's personnel, a penalty or Rs.500/- for each such incident /lapse shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.
- (d) In case the contractor fails to perform the work as stipulated in the agreement or his performance found to be unsatisfactory or he do not meet the statutory requirements of the contract, Director (Training)/HOD reserves the right to impose the penalty as detailed below:-
- (i) 20% of cost of order/agreement per week, upto four weeks.
- (ii) After four weeks delay the Directorate of Training may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the pending payment/Performance security of the contractor and also shall be black listed for a period of four years from participating in such type of tender and his performance security deposit may also be forfeited, if so warranted.
33. If cleanliness is not observed/found up to the satisfaction of the Directorate of Training/Authorized Officer a penalty of Rs.500/- per default per day will be imposed on the contractor depending on the fault/lapse.
34. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Directorate of Training. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Directorate of Training, regarding payment of wages as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards. In this regard contractor has to produce relevant record to the Authorized Officer to the Directorate of Training, UTCS whenever he is asked to do so.
35. The contractor will pay wages to the employees engaged for the work of providing sanitation and housekeeping services in the Directorate of Training by him through cheque/ECS every month.

36. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Directorate of Training and the contractor/his representative/personnel authorized by him. Besides, the payment shall only be released on the production of challan along with an undertaking to the effect that DVAT due to the Govt. of Delhi has been deposited by the contractor through challan. No other claim on whatever account shall be entertained by the Directorate of Training.
37. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI, Bonus, etc. with regard to the personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Directorate of Training and to the Labour department. Directorate of Training will have full rights to see the relevant record and in case any discrepancy found that shall be made good by the contractor at its own cost.
38. **The contractor shall be liable and responsible to pay and provide all the benefits viz. Employee Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within seven days of close of every month. Particulars of the employees engaged for the sanitation works, is required to be submitted to the Directorate of Training. In any eventuality, if the contractor failed to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the Directorate of Training is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement and will be deposited with RPFC on behalf of the contractor.**
39. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities/Govt. of Delhi/PGC/PGMS and proof thereof is furnished to the satisfaction of the Labour and other Authorities, the Directorate of Training may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Authorities and any sums so paid shall be recovered by the Directorate of Training from the contractor immediately, from the contractor immediately by way of deducting that amount from his payment to be made to the contractor or from his performance security.
40. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Directorate of Training, such money shall be deemed to be payable by the contractor to the Directorate of Training within seven days. The Directorate of Training shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
41. If as a result of post payment audit, if any overpayment is detected in respect of any work done by the agency/contractor or alleged to have been done by the agency under the tender, it shall be recovered by the Directorate of Training from the contractor as per the recovery processor laid down in the Land Revenue Act of Govt. of Delhi.
42. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Directorate of Training.
43. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Directorate of Training fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
44. The Directorate of Training will deduct TDS on account of Income Tax & DVAT from the contractor at the applicable rates.
45. **Force Majeure:-**  
If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

46. The contractor will not be held responsible for the damages/sabotage caused to the property of the Directorate of Training due to the riots/mobs attack/armed dacoit activities not attributable to employees or any other event of force majeure.
47. a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble L.G. of Government of NCT of Delhi.  
b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
48. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.
49. That in the event of any loss occasioned to the Directorate of Training, as a result of any lapse on the part of the contractor or his employees deployed in the Directorate of Training which will be established after an enquiry conducted by the Directorate of Training, the said loss can be claim from the contractor up to the value of the loss. The decision of the Head of the Directorate of Training will be final and binding on the contractor.
50. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**Designation of the Authorized Officer:  
Address of the Department:**

Estate Officer  
Directorate of Training (UTCS)  
Institutional Area, Vishwas Nagar,  
Shahdara, Delhi-32.

### PRICE BID

Sl. No	Details of identified areas	Frequency of cleaning	Per Days	Area (in Sq. M)/ No. of items	Rate per sq. M./no of items (inRs.) & (in words and figures)	Monthly amount (in Rs.) & (in words and figures)
					(Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act 1970, ESI, EPF, Bonus, weekly-off replacement charges applicable as on date. Cost of uniform of personnel deployed by the contractor, service charges, administrative charges, cost of material, etc. of the agency but exclusive of service tax and DVAT).	
1	Covered area of Admn. Block, Hostel Block, Training and Seminar Halls, Auditorium	1	1	3820.66		
2	Veranda/Stair case	1	1	816		
3	Walls with tile work	1	15	600		
4	Open space like roads, court yards, garage, parking lots	1	1	3742		
5	Play ground (Badminton court)	1	7	169.54		
6	Window panes/Glass Door	1	15	1200 items		
7	Toilets/bathrooms/urinal pots	3	1	74 items		
8	Wash basins/mirrors etc.	1	1	101 Items		
9	Other office & hostel articles like furniture, fixtures, doors, windows, telephones, computer systems, printers, photocopiers, paintings etc.	1	1	300 items		
10	Other seminar hall / class rooms/ Auditorium articles like furniture, fixtures, computer systems, paintings etc.	1	7	700 items		
11	Pest control/Rodent control/Mosquito control	1	30	4636		

**Note:-**Conditional bids/officers will be summarily rejected.

- Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act 1970, ESI, EPF, Bonus, weekly-off replacement charges applicable as on date. Cost of uniform of personnel deployed by the contractor, service charges, administrative charges, cost of material, etc. of the agency but exclusive of service tax and DVAT. The rate quoted will be for per square meter/ no. of items as the case may be.
- Minimum wages whenever revised by the Labour Department, Govt. of Delhi shall be paid by this Directorate on revised rates.**
- Bidder has to provide the breakup of price bid along with number of manpower to be engaged (which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009) to the technical evaluation committee as and when asked within two working days from the receipt of communication. The breakup of the price bid shall specifically contain statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R & A) Act, ESI, EPF, Bonus, weekly off replacement charges (if any) applicable as on date, cost of Uniform of personnel deployed by the contractor, Services/Administrative Charges, Cost of material and consumable etc. but exclusive of Service Tax and DVAT, subject to applicability of particular Acts (document in support shall also be enclosed). In case of failure to provide specific rates of each of the obligations as mentioned above, the bid shall be liable to be rejected summarily without providing further opportunity.**
- Contractor shall provide uniformed and trained personnel (which should be in nine numbers as per SIU Norms circulated by A.R. Department, Govt. of Delhi vide office order dated 16/01/2009) and use its best endeavor to provide sanitation and housekeeping services to the Department for providing neat and clean environment.
- The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
- The contract is for two years and further extendable for two more years on year to year basis as mutually agreed by Directorate of Training and contractor on the same rates, terms & conditions.
- The area and number of articles shown above is indicative and the actual quantity may vary.
- The bidders may quote the rates with the cleaning materials of ISI specifications.

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
**DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES**  
 INSTITUTIONAL AREA, VISHWAS NAGAR, BEHIND KARKAR DOOMA COURTS, SHAHDARA, DELHI-110032  
**TENDER FORM FOR PROVIDING SANITATION SERVICES**

1. Due date for tender \_\_\_\_\_
2. Opening time and date of tender \_\_\_\_\_

Affix duly Attested  
 P.P. Size recent  
 photograph of the of  
 the bidder/ authorised  
 signatory

3. Names, address of firm/Agency/ \_\_\_\_\_  
 Contact numbers \_\_\_\_\_
4. Registration No. of the Firm/Agency \_\_\_\_\_  
 (In case of proprietor concern not applicable)
5. Name, Designation, Address and \_\_\_\_\_  
 Telephone No. of Authorized person of Firm \_\_\_\_\_  
 /Agency to deal with \_\_\_\_\_
6. Please specify as to whether Bidder is \_\_\_\_\_  
 sole proprietor/ Partnership firm. \_\_\_\_\_  
 Name and Address Telephone No. \_\_\_\_\_  
 of Directors/partners should be specified. \_\_\_\_\_
7. PAN issued by Income Tax Deptt. \_\_\_\_\_  
 (Proprietor/ firm/Company/Joint Venture)
8. Copies of last three financial year ITR \_\_\_\_\_  
 (w.e.f. 01/04/2012 to 31/03/2015)
9. Provident Fund Account No. \_\_\_\_\_
10. ESI Number \_\_\_\_\_
11. TIN issued by Trade & Taxes Deptt. \_\_\_\_\_  
 Govt. of Delhi
12. Details of Bid Security deposited: \_\_\_\_\_  
 (a) Amount: Rs. \_\_\_\_\_  
 (Rupees in words also)  
 (b) FDR/DD/BG No. \_\_\_\_\_  
 (c) Date of issue: \_\_\_\_\_  
 (d) Name of issuing authority: \_\_\_\_\_
13. Any other information: \_\_\_\_\_

14. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder/Authorized signatory)  
 Name and Address  
 (with seal)

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI**  
**DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES**  
**Institutional Area, Behind Karkardooma Courts, Shahdara Delhi 32**

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SANITATION/HOUSEKEEPING SERVICES**

Sl. No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs. 80,000/(Rupees Eighty Thousand Only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Director, Directorate of Training, UTCS valid for 45 days beyond the Tender validity period.	
2.	Annexure-I (with complete details of Proprietor/ authorized signatory/partners/directors.)	
3.	Copy of Power of Attorney/ Authority in r/o authorized signatory, if applicable.	
4.	Annexure-III (Undertaking on Rs. 100/- stamp paper)	
5.	Annexure-VII (in case of proprietorship firm)	
6.	Self-attested copy of the PAN card issued by the Income Tax Department ( in r/o Proprietor/partnership firm/ joint venture / consortium company).	
7.	Self attested copy of ITR for the financial year 2012-13 2013-14 2014-15	
8.	Self attested copies of Experience certificates during the last 5 years as per NIT clause 2.2 (a) 2.2 (b) 2.2 (c )	
9.	Self attested copy of Service Tax Registration No.	
10.	Self attested copy of valid Registration number of the firm/agency (declaration in r/o proprietorship firm)	
11.	Self attested copy of TIN under DVAT act.	
12.	Self attested copy of valid Provident Fund Registration number.	
13.	Self attested copy of valid ESI Registration No.	
14.	Self attested proof of Annual turnover of the firm/company of last 03 consecutive financial years duly supported audited balance sheet of the firm/ company i.e. 2012-13 2013-14 2014-15	
15.	Self attested copy of Annexure VIII and IX.	
16.	Self attested copy of Annexure VII and X (if applicable)	

**Declaration:- I/we hereby declare that the above information furnished by me/us are true and correct to the best of my/our knowledge and belief and have been cross checked and found correct.**

Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone No.

**(ON A STAMP PAPER OF Rs.100/-)**

**UNDERTAKING**

To

Director  
Directorate of Training  
UTCS.

Providing Sanitation/House Keeping Services. Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labor Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained and uniformed sanitation/housekeeping workers.
5. I/We will file certificate in the Directorate of Training by 10<sup>th</sup> of each month stating that I/We had paid all the dues/salaries to the employees engaged by me for providing sanitation and housekeeping services in the Directorate of Training as per the revised rate of minimum wages amended by Govt. from time to time and deposited applicable contribution in r/o these employees in the respective department of EPF & ESI.
6. I/We do hereby undertake that neat and clean environment of the Directorate of Training shall be ensured by our Agency, as well as any other point considered by our Agency. Our Sanitation/Housekeeping Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of **Rs. 17,22,000/- (Rupees Seventeen Lakhs Twenty TwoThousand Only)**. The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)  
Name and Address of the Bidder.  
Telephone No.

**FORM OF BANK GUARANTEE FOR BID SECURITY/EMD**

(Refer Clause 8.7.1 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we \_\_\_\_\_(Name and address of Bank), having our registered office at \_\_\_\_\_(hereinafter called "the Bank") are bound unto Directorate of Training (hereinafter called "the Department") in sum of Rs.75,000/- for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ for providing Sanitation/Housekeeping Services (hereinafter called "the Bid"). WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.80,000/- as Bid Security against the Bidder's offer as aforesaid. AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
  - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within 15 days from the receipt of letter of offer.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

We undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions. Signature of Witness Signature of Authorized Official of the Bank

Signature of Witness

\_\_\_\_\_  
Name of Witness  
Address of Witness

Name of Official \_\_\_\_\_  
Designation \_\_\_\_\_  
ID No. \_\_\_\_\_  
(Stamp/Seal of Bank)



**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and Directorate of Training (hereinafter called the "Department") of the other part.
2. WHEREAS Directorate of Training has awarded the contract for sanitation/housekeeping services contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of 26 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DIRECTORATE OF TRAINING: UNION TERRITORIES CIVIL SERVICES  
Institutional Area, Behind Karkardooma Courts, Shahdara Delhi 32**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_ day \_\_\_\_\_ (Month)\_\_\_\_(Year)  
Between the President of India through the Directorate of Training, UTCS, hereinafter called "the Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND \_\_\_\_\_(Name and address of the contractor) through Shri \_\_\_\_\_, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide Sanitation/Housekeeping Services to the Directorate of Training, UTCS for providing a neat and clean environment to the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender;
  - d. Details of area and price bid;
  - e. Scope of work, duties and responsibilities ;
  - f. Addendums, if any;
  - g. Annexure I to X and undertaking, declaration submitted.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the Sanitation/Housekeeping services w.e.f \_\_as per the provisions of this Agreement and the tender documents.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. \_\_\_\_\_ Rupees in words).
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor  
Signature of the authorized official

Name of the official  
Stamp/Seal of the Contractor

For and on behalf of the President of  
India  
Signature of the authorized Officer  
Name of the Officer  
Stamp/Seal of the Employer

By the said

\_\_\_\_\_Name  
on behalf of the Contractor in  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact No. \_\_\_\_\_

By the said

\_\_\_\_\_Name  
on behalf of the Employer in the  
the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact No. \_\_\_\_\_

**Declaration of Proprietorship firm**

On Rs. 10/- Stamp paper

I \_\_\_\_\_ R/o \_\_\_\_\_ (name and Address of the proprietor of the firm) do hereby certify and declare that M/s \_\_\_\_\_ (name & address of the firm) is a proprietorship concern firm and i am the sole owner/proprietor of the firm. Any of my relative or known person is not having any interest in this firm. I am solely responsible for all liabilities accrued in the tender submitted for providing services of sanitation and housekeeping to the Directorate of Training, UTCS, Govt. Of NCT of Delhi.

(Signature of the Proprietor)

Name and Address of the Proprietor

Telephone No.

**Declaration vide NIT para 3.5**

On Rs. 10/- Stamp paper

I/we \_\_\_\_\_ R/o \_\_\_\_\_ (name and Address of the proprietor/authorized signatory of the firm) do hereby confirm and declare as under :-

1. That no agent, middle man or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract.
2. That no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount.

(Signature of the Proprietor/Authorized Signatory)

Name and Address of the Proprietor

Telephone No.

**ANNEXURE-IX**

**AFFIDAVIT**

On Rs. 10/- Stamp paper

I/we \_\_\_\_\_ R/o \_\_\_\_\_  
(name and Address of the proprietor/authorized signatory of the firm) do hereby confirm and declare as under:-

- a. That neither I nor my /our firm/company is involved in any court/ legal matter with any Govt. Department/ Corporation/Institution/Public Sector Undertaking regarding providing sanitation/housekeeping services.
- b. Neither I nor my /our firm/company is blacklisted on any previous occasion by any of the Govt. Department/Corporation/Institution/Public Sector Undertaking regarding providing sanitation/housekeeping services.

(Signature of the Proprietor/Authorized Signatory)

Name and Address of the Proprietor

Telephone No.

**Annexure- X**

**Authority on letter head of Firm/ Company**

It is certified that Mr./ Mrs. \_\_\_\_\_ r/o \_\_\_\_\_

Is authorized to submit / sign all the documents and deals with the Directorate of Training in respect of The Tender for Sanitation and housekeeping floated on \_\_\_\_\_.

Signature of Proprietor/ Partner/

Director of company

Stamp

**Note:- Incase of Company/ joint venture / consortium, this should be supported by the resolution of board of Directors.**