

No. D.16012/10/2011.Gen.
Government of India
Ministry of Drinking Water and Sanitation

6th floor, Block No.11,
CGO Complex, Lodhi Road,
New Delhi-110003
Dated 15th September, 2011

To

TENDER NOTICE

Subject:- Tender for engagement of Agency for providing services Farash and Watch & Ward in the Ministry of Drinking Water and Sanitation.

Sir,

Sealed tenders are invited from the service provider agencies for providing services of Farash and Watch & Ward in the Ministry of Drinking Water and Sanitation located in the different buildings in New Delhi.


The tender scheduled of the tender is as follows:

- | | | |
|--------------------------------------|---|---|
| 1. Issue of Tender Notice | : | 15.9.2011 |
| 2. Sale of Tender Document | : | 15.9.2011 |
| 3. Closing date and time tender | : | 30.9.2011 at 3.00 p.m. |
| 4. Technical Bid opening date & time | : | 30.9.2011 at 4.00 p.m. |
| 5. Financial Bid opening date & time | : | would be notified to the selected agencies. |

- I. The instructions to the bidders are at Annexure -I
- II. The terms and condition of the agreement are at Annexure- II
- III. The proforma for Technical Bids are at Annexure-III
- IV. The proforma for price Bids are at Annexure-IV

The tender document can be had from the Under Secretary (Admn.), Ministry of Drinking Water and Sanitation or can be downloaded from Department's website "www.ddws.nic.in"

Yours faithfully



(K.K.Majumdar)
Deputy Secretary to the Government of India
Telefax: 24364780



TENDER DOCUMENT FOR ENGAGEMENT OF AGENCY FOR PROVIDING SERVICES OF FARASH AND WATCH & WARDS IN THE MINISTRY OF DRINKING WATER AND SANITATION, NEW DELHI FROM SERVICE PROVIDER AGENCIES / FIRMS

Instruction to the Bidders.

1. Sealed tenders criteria in conformity with the tender notice are invited from the service provider Agencies/ Firms having 1) Valid Registration Certificate, 2) Registration with the Regional Labour Commissioner, 3) EPF Registration, 4) ESI Registration, 5) Service Tax Registration and 6) PAN Card, up to date, 7) VAT clearance certificate and 8) Having similar line of business for more than 2 years towards providing services of Farash and Watch & Ward (job description at Annexure-V) in office buildings of the Ministries/Departments in New Delhi. The service providers should have local Offices in New Delhi to ensure satisfactory fulfillment of contractual obligations.
2. The Service Provider Agencies / Firms having good track record, manpower capacity and relevant experience are eligible to apply. They should produce satisfactory work completion certificate of appropriate value of work and a certificate showing annual turnover for a minimum of two preceding years for not less than 50% of the estimated cost of the present contract.
3. The tender document can be obtained from the website of the Ministry of Drinking Water and Sanitation (<http://ddws.nic.in>), A fee of Rs. 100/- (Rupees one hundred only), towards the cost of the tender document, along with the Earnest Money Deposit (EMD) Rs.15000/- (Rupees fifteen thousand only) may be enclosed in the form of separate Demand Drafts drawn in favour of the "PAO, Ministry of Drinking Water and Sanitation, New Delhi" and submitted along with the Technical BID.
4. The tenders should be submitted in two sealed covers.
 - (A) The first sealed cover should be superscribed "Technical Bid" and should contain
 - i. The proforma at Annexure-III duly filled in.
 - ii. Agency profile including previous experience of manpower supply to Government / semi Government / autonomous agencies.
 - iii. Acceptance of terms and conditions there under- Annexure-II(1)
 - iv. Demand Draft for Earnest Money Deposit.
 - v. Demand Draft towards the cost of Tender document.
 - vi. All other documents required.
 - (B) Financial Bid containing only rates which are to be quoted on monthly basis (Annexure-IV)
 - (C) Both the sealed covers should be placed in the main sealed envelope superscribed "Tender for Outsourcing of Cleaning Services". This should be addressed to UNDER SECRETARY, (ADMN.) MINISTRY OF DRINKING WATER AND SANITATION, BLOCK NO.11, 6TH FLOOR, CGO COMPLEX, LODHI ROAD, NEW DELHI-110003 and sent by post or hand delivered latest by 3.00 P.M. on 30.09. 2011 and shall be opened on the same day at 4 PM in presence of the tenderers or their authorised representatives. In the event of the office being closed on the last date of receipt or opening of bid as specified, the bid will be received / opened on the next working day at the same time and venue.
5. Tenders received after, the due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.

6. The Technical Evaluation Committee will (1) assess the ability of the agencies to render the requisite services based on its past experience(2) Proposed payment of wages to workers and (3) proposed quantum of material provided for the housekeeping and such other criteria as it may fix and only those found fit will be qualified and called for financial bid opening.
7. The bidders are required to submit EMD and cost of the document along-with the attested copies of valid Registration Certificate, EPF Registration, ESI Registration, Pan-Card and up-to date VAT & Service Tax clearance along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.
8. Submission of more than one tender paper by a tenderer for a particular work will render the bid liable for rejection.
9. The bidders may assess the nature , scope and quantum of work before quoting their rate.
10. The rates for the manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act-1970 and the Minimum Wages Act 1948. The information regarding proposed remuneration paid to the workers may be given in the proforma Annexure-II(2) and submitted alongwith the technical bid. (Annexed-III).
11. The supervision charges, rate of wages, statutory dues and other allowance etc if any under the labour law and other laws payable by the employer(the bidder) should also be indicated and submitted along with technical bid as per proforma at Annexure II(2)
12. The bidders are required to quote their rates both in **WORDS** and **FIGURES** and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection for which no paper cost shall be returned to the tenderer(s).
13. Conditional tenders will not be accepted under any circumstances by the authority. EMD deposit of unsuccessful bidders will be refunded within 90 days after finalization of Tender without interest.
14. The Bank Draft/ Bankers Cheque produced in relation to this tender should be drawn on any Scheduled Bank in favour of the "**PAO, Ministry of Drinking Water and Sanitation, New Delhi**", payable in New Delhi.. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.
15. **RIGHT TO ACCEPTANCE OR REJECTION OF TENDERS:**
 - A. The tender is liable to be rejected inter-alia:
 - a) If it is not in conformity with the instructions mentioned in the tender notice.
 - b) If it is not properly signed by the bidder.
 - c) If it is received by telex or telegram.
 - d) If it is received after the expiry of the due date and time.
 - e) If it is not enclosed with the cost of the Tender Document.
 - f) If it is not accompanied by the requisite EMD and proper documents.
 - g) A list of manpower available with the firm with qualification is not enclosed along with the tender papers.
 - B. This office reserves the right to:
 - a) Accept / Reject any of the tender in full or part thereof.
 - b) Revise the requirement at the time of placing the order.
 - c) Add, modify, relax or waive any of the conditions stipulated in the tender

specification wherever deemed necessary.

d) Award contracts to one or more bidders for the items covered by the tender.

16. SCOPE OF WORK: To provide services of Farashes and Watch & Ward in the Ministry of Drinking Water and sanitation at Krishi Bhawan, Nirman Bhawan and Paryavarn Bhawan and Block No. 11 of CGO complex, New Delhi during the period of contract. Details of the job work are as under:

(a) Approximate area and number of Rooms/Halls of the Ministry of Drinking Water and Sanitation covered under tender.

Sl. No.	Floor	Area sq. foot	No. of Rooms	Building
1	1 st floor (o/o MOS-RD)	1000(Appr.)	6	Krishi Bhavan
2.	2 nd floor (o/o Secy.DWS)	1000 (Appr.)	3	Nirman Bhavan
3.	8 th floor	1530(Appr.)	7	Paryavaran Bhavan
4.	9 th floor	3053(Appr.)	11	Paryavaran Bhavan
5.	12 th floor	2133(Appr.)	9	Paryavaran Bhavan
6.	6 th floor	2500(Appr.)	9	Block No. 11,CGO complex

(b) Job Description

- (i) Dusting/cleaning of tables ,Chairs, Almirahs, racks, office Equipments
- (ii) Monitoring and looking after the security aspects of designated office premises./Watch and Ward duties.
- (iii) Opening of office in the morning at 7:00am and allowing the house keeping personnel to do the cleaning work in the morning and closing the shutters of the office / room in the evening.
- (iv) Ensuring that all electrical / electronic equipments are switched off after office hours before closing the office rooms.
- (v) Regulation of entry of visitors to the department and their movement in the department.
- (vi) Any other duty that has bearing on the security of the files/ records/ property of the department.
- (vii) Report of any untoward incident to Under Secretary (Admn) for remedial action.

17. The service of Farash and Watch and Ward should be available from 7 A.M. to 7.00 P.M. or till the office is finally closed for next day.

Scope of Work

Area covered under the Ministry of Drinking Water and Sanitation

Sl. No.	Floor	Area sq. foot	No. of Rooms	Building
1	1 st floor (o/o MOS-RD)	1000(Appr.)	6	Krishi Bhavan
2.	2 nd floor (o/o Secy.DWS)	1000 (Appr.)	3	Nirman Bhavan

3.	8 th floor	1530(Appr.)	7	Paryavaran Bhavan
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18. **EARNEST MONEY DEPOSIT:** The bidders shall enclose with the Tender EMD amounting to **Rs. 15000/-(Rupees fifteen thousand only)** in the Pay Order drawn on any Nationalized/Schedule Bank in favour of the the **"PAO, Ministry of Drinking Water and Sanitation, New Delhi"**, payable in New Delhi.
19. **PERIOD OF CONTRACT:** The initial period of contract would be one year, extendable by another one year on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority. Service charges/rates quoted by the agency would be fixed for a period of one year and any statutory increase in wages/DA etc is to be absorbed by the agency. After satisfactory completion of a year of service, the contract can be extended for another year on the same terms and conditions with mutual agreement.



(K. K. Majumdar)
Deputy Secretary to the Government of India
Telefax. 24364780

GENERAL CONDITIONS OF CONTRACT

1. The manpower will have to be supplied by the agency within 15 days of award of contract. The number of persons, deployed should not be less than 9 Nos.(nine) on each day.
2. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category. The education of the person should be SSC /matric/equivalent certificate.
3. Jobs/duties assigned to the farashes/watch and ward staff should be done as per the shift duties to be decided by the Department.
4. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
5. The service provider shall deploy necessary number of persons being not less than 9 **Numbers (Nine)** daily and as required by this office from time to time. The Deployment of personnel is to be on monthly basis. Thus deployment/arrangement of the personnel should be in such a manner that there shall be no violation of any leave Rules and weekly off days. The tenderer will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month.
6. There is no Master and Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of India.
7. The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.
8. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.
9. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer In charge upon any matter arising under the clause

shall be final and binding on the agency.

10. That the persons engaged shall not be below the age of 18 years or above the age of 45 years and they shall not interfere with the duties of the employees of this office.
11. The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.
12. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
13. The service provider has to provide Photo Identity Cards to the persons employed by him for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
14. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
15. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will require to provide particulars of EPF, ESI of its employees engaged in this office. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
16. The service provider will submit the bill in triplicate to THE UNDER SECRETARY (ADMN.) DEPARTMENT OF DRINKING WATER AND SANITATION, BLOCK No. 11, 6th FLOOR, CGO COMPLEX, LODHI ROAD, NEW DELHI-110003. The payment will be released by the third week of the following month after subject to certificate given by the Officer In-Charge and production of documentary evidence towards payment of P.F./ESI of its staff and Service tax for the previous month. Tax if any shall be deducted at source as per the relevant Act.
17. Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
18. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
19. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
20. The service provider shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the contract from time to time.

- 21 This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
22. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.
- 23 This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- 24 The successful bidder shall furnish a performance security of an amount of Rs. 75,000/- in the form of an account payee demand draft drawn in favour of the "PAO, Ministry of Drinking Water and Sanitation, New Delhi", payable in New Delhi. or Fixed Deposit Receipt from a nationalized / commercial bank or Bank Guarantee from a nationalized /commercial bank in an acceptable form safeguarding the interest of this office in all respects. The performance security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider.
25. The security deposit will be forfeited in case the service is delayed beyond the period stipulated by this office or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.
26. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on non judicial Rs. 100/-stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from, awarding date and shall continue to be in force in the same manner, unless terminated in writing.
27. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to
28. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
29. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's payment etc and any amount due to the Service Provider from the office shall be forfeited.

30. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment of the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
31. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Under Secretary (Admn.) Ministry of Drinking Water and Sanitation whose decision shall be binding on both the parties.
32. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.
33. That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
34. EPF and ESI contribution to be paid for personnel employed by the service provider shall be responsibility of the service provider.
35. For every 6(six) days of duty of personnel one weekly off with payment will be given. The service provider will have to bear cost of providing personnel for this weekly off. The total monthly rates quoted shall be inclusive off all these, including profits, overheads, bonus, gratuity etc and taxes whatsoever payable.

36. Penalty clause

In the event of the failure of the service provider in maintaining the Farash and Watch & Ward services of the office premises Rs. 1000/- (Rupee one thousand only) shall be the penalty amount for each such incident. The decision of the Department shall be final in this regard.

37. Dispute Resolution Clause

All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi (NCR) and agreement will be government by and be construed in accordance with the laws of India.

In the event of any dispute or disagreement under or in relation to this agreement or over the interpretation of any the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator, should both parties fail to agree on by mutual consent, then Department will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act,1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act,1996, or of any modifications or reenactment thereof including the rules framed there under.

UNDERTAKING BY THE BIDDER
(Para-4 A-III)

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

Signature of the Tenderer with
Seal

Name:

Designation:

Address:

Phone No. •

INFORMATION PERTAINING TO WAGES AND OTHER BENEFITS PAYABLE BY THE AGENCY
IN RESPECT OF PERSONS ENGAGED TO PERFORM THE FARASH AND WATCH & WARD
SERVICES

Salary per month per person (inclusive of all incidentals)	
ESI	
Employer's contribution	
Employee's contribution	
PF	
Employer's contribution	
Employee's contribution	
Service Charge	
Service Tax	
Others (Specify if any).	

Office
seal

PROFORMA FOR TECHNICAL BID

ANNEXURE-III

Sl.No.	Particulars	To be filled in by the tenderer
1.	Name of Agency	
2.	Details of EMD& cost of tender documents.	
	ii) Amount	
	ii) Draft Nos..	
	iii) Dates.	
	iv) Issuing Bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency with office Telephone Number, Fax Number and Mobile Number and name of the Contract person	
5.	Whether registered with and holding license from all concerned Government Authorities including registration under contract labour (Regulation & Abolition) act 1970(copies of all certificates of registration to be enclosed.	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Labour license Number (copy to be enclosed)	
8.	Service Tax Registration Number (copy to be enclosed)	
9.	EPF Registration Number (copy to be enclosed)	
10.	ESI Registration Number (copy to be enclosed)	
11.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India(if no, a certificate is to attached in this regard.)	
12.	Length of experience in the field	
13.	Experience in dealing with Govt. Department (indicate the names of the Department and years of dealing with those Departments and attached copies of contracts orders placed on the agency.)	
14.	Whether a copy of the terms and conditions (Annexure -II) , duly signed, in token of acceptance of the same, is attached	
15.	Whether agency profile is attached?	
16.	List of other clients	

Signature of Tenderer

PROFORMA FOR FINANCIAL BID

Proforma for submission of rate

Purpose	Monthly rate contract amount including all taxes & service charges and cost of wages
Services of Farashes and Watch & Ward In the Ministry of Drinking Water & Sanitation.	Total monthly rate –Included of wages, service charges and S.T.

Note: There should be no correction or overtyping in price/financial bid rate which should inclusive of Service tax or any other tax payable to Government.

Office
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