

NOTICE INVITING TENDER FOR HOUSE KEEPING SERVICES

The Ministry of Corporate Affairs, Government of India, located at Shastri Bhavan and CGO Complex invites sealed quotations under two bids system from reputed firms for providing personnel for House Keeping, sanitation, services on outsource basis as under: -

| S.No. | Nature of Manpower | No. of personnel* |
|-------|---|-------------------|
| 1. | Personnel for cleaning, dusting, mopping, etc. of rooms and corridors | 07 |
| 2. | Male for cleaning of Gents toilets | 02 |
| 3. | Female for cleaning of Ladies toilets | 02 |
| 4. | Supervisor to supervise the work of the above personnel | 01 |

* The number of personnel may increase or decrease as per requirement from time to time.

NOTE: All the cleaning material / items shall be provided by the Ministry on monthly basis, after due scrutiny, as per the requirement projected by the Supervisor.

2. The Tender should be in the prescribed form obtainable in person from the Section Officer (Genl.), Ministry of Corporate Affairs, Room No.511, B-Wing, Shastri Bhavan, New Delhi on all working days between 10:00 am to 4:30 pm. The tender document can also be downloaded from the website of the Ministry: www.mca.gov.in or from the Central Public Procurement Portal: www.eprocure.gov.in.

2. The tenderer should submit their bids latest by 1100 hrs on 24.09.2015 along with PAN No. and valid service tax no. The Technical Bids will be opened on same day at 1530 hrs in Room No.526, A-Wing, 5th Floor, Shastri Bhavan, New Delhi in the presence of the bidders or their representatives who may like to be present at that time. Financial bids of only those firms whose Technical Bids are

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accepted, will be opened. Date and time of opening of Financial Bids will be communicated to the qualified firms on telephone.

3. An Earnest Money Deposit of Rs.30,000/- (Rupees thirty thousand only) should be submitted in the form of a crossed demand draft in favour of Pay & Accounts Officer, Ministry of Corporate Affairs, Payable at New Delhi drawn on any Scheduled Commercial Bank. Tender not accompany EMD and required documents will be summarily rejected.
4. Two bid system will be followed. The bidder will have to submit technical and financial bids in two separate sealed envelopes and the two envelopes are to be placed in one bigger envelope. The bigger envelope should be sealed and superscripted "Bid for supply of Manpower for Housekeeping" and submitted to the Under Secretary (Genl.), Room No.526, 5th Floor, A-Wing, Shastri Bhawan, New Delhi - 110001.
5. Envelopes containing technical bid and price bid shall be superscripted as 'Technical bid for Providing Housekeeping Services' and 'Price Bid for Providing Housekeeping services' respectively.

The name of the firm and contact numbers shall be clearly written on the both the envelopes as well as on the bigger envelope. The envelope containing technical bid will be opened first. The financial bid (Price Bid) of only those bidders will be opened whose technical bid is found acceptable.

6. The technical bid must be accompanied by the EMD which shall remain valid for a period of at least 90 days.
7. The technical bid should also contain the name of a competent official from the bidder, who is authorized to submit the bid and give clarifications if required. The authorization shall be in acceptable legal format.
8. Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the same time i.e. 15:30 hrs. The Ministry of Corporate Affairs shall not be responsible for any postal delay.
9. The offer shall be valid for 90 days from the date of opening of technical bids.

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10. The contract period is one year which may, however, be extended for one more year based on the performance of the contractor and mutual consent of the parties on same rates, terms and conditions.

11. The bidders are required to quote only **Administrative Charges strictly in percentage of wages. Bids received with 'NIL' charges or 'Complementary' or unrealistically low charges shall not be considered.** The bidders are advised to be careful while quoting rate of administrative charges.

12. Wages to the workers and Supervisor shall be paid as per the minimum wages fixed by the Government of National Capital Territory of Delhi (GNCTD) from time to time. Payment of EPF and ESI is mandatory. **Payment for a particular month will be made only after the contractor submits proof of depositing the full statutory dues for previous month with the concerned authorities.**

13. **Technical eligibility criteria are as under: -**

(i) Firms must have experience of providing House Keeping Services in various Government/Semi Government/PSUs for the last 5 years. In support of this, the bidder shall submit completion certificates from the respective Ministry / Department / Govt. Organisation indicating the successful execution of annual housekeeping work in Govt./Semi Govt/PSU/organization during last five years. In this regard, bidder shall submit certificate(s) in support of- (i) one work of at least Rs. 20.00 lakhs OR (ii) two works of at least Rs. 15 lakhs each OR (iii) three works of at least Rs. 10 lakhs each.

(ii) The firm should not have been blacklisted by any Government Organization/PSU. The firm shall submit an undertaking to this effect as per **Annexure-I.**

(iii) The firm must have a minimum turnover of Rs. 50.00 lacs each during the last three years i.e: 2011-12, 2012-13, & 2013-14. In this regard, the firm shall submit audited balance sheet for the relevant financial years as well as certificate from Chartered Accountant.

(iv) The firm will submit a list of employees having minimum experience of two years of housekeeping jobs in a Ministry / Department of Central Govt., State Govt. or PSU.

(v) Financial standing: Bidder should furnish a Bank Solvency Certificate from a scheduled commercial bank for an amount of not less than Rs. 10 lakhs.

(vi) The bidder shall also submit an undertaking that the firm has completed all their statutory obligations with regard to EPF and ESI as per the law.

(Riazul Haque)

Under Secretary to the Government of India

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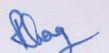
E-Governance Cell - with the request to up-load the tender on the website of the Ministry.

INSTRUCTIONS TO THE BIDDERS

1. Only those who fulfill the following minimum criteria need submit their bids:

- i) The firm should have been in existence for not less than five years.
- ii) It should have been registered with the Government organization concerned and a copy of each of the registrations shall be attached with the bid.
- iii) It should have PAN number and Sales Tax/Service Tax registration. Proof in this regard may be attached with the bid.
- iv) It should not have been blacklisted by any Government organization.
- v) It should be willing to take up the contract on the terms and conditions mentioned at **Annexure-I**. A copy of Annexure-I, duly signed by authorized signatory of the firm must accompany the technical bid.
- vi) The rate of Administrative charges should not be 'Nil', 'Complementary' or unreasonably low.

2. An earnest money deposit Rs. 30,000/- (Rupees thirty thousand only) in the form of demand draft drawn in favour of the Section Officer (Cash), Ministry of Corporate Affairs, New Delhi may be submitted along with the bid, failing which the bid shall not be considered valid.




TERMS AND CONDITIONS

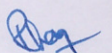
1. The Ministry of Corporate Affairs will pay only the Minimum Wages fixed by the Government of National Capital Territory of Delhi (GNCTD) from time to time, Service/ Administrative Charges thereon and applicable Service Tax as per the rate quoted by the successful bidder. Tax will also be deducted at Source (TDS) at prevailing rates.
2. All services shall be performed by persons qualified and skilled in performing such services.
3. That the persons deputed shall not be below the age of 18 years.
4. The personnel deployed should wear clean and presentable uniforms, which shall be provided by the Agency, all the times in office premises. No extra charges, except Service/ Agency Charges, shall be paid for the uniforms.
5. The persons deployed 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 deploying. 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 Ministry for any reasons immediately on receipt of such a request.
6. The said persons deployed 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. There is no master & Servant relationship between the employees of the service provider and the Ministry of Corporate Affairs and further that the said person of the service provider shall not claim any absorption.
7. The service provider's person shall not claim any benefit/compensation/ absorption/regularization of services from/in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Ministry.
8. The service provider's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.

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9. The service provider's personnel working should be polite, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Ministry. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. They shall not interfere with the duties of the employees of the Ministry.
10. The Ministry 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/her/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 the Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving, written notice from office.
11. The service provider shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, chewing of paan, Gutka, smoking and loitering without work.
12. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider.
13. 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 the Ministry shall not incur any liability any obligation. The agency will be required to provide particular of EPF, ESI of its employees engaged in the Ministry.
14. The service provider will submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.
15. **Payment for a month shall be made only after the firm submits proof of having deposited all the statutory dues for the previous month in respect of each persons deployed in the Ministry.**
16. Payments to the service provider would be strictly on certification by the officer in-charge of the Office Premises where he is deployed that his/her service were satisfactory and attendance as per the bill preferred by the service provider.



17. No wage/remuneration will be paid to any staff for the days of absence from duty.
18. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
19. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from the Ministry to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in fulfillment of the contract from time to time.
20. The Ministry 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.
21. That the agency 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 the Ministry 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 the Ministry for the same. The agency shall keep the Ministry fully indemnified against any such loss or damage.
22. The successful bidder shall furnish a security deposit equivalent to Rs. 50,000/- (Rupees fifty thousand only) in the form of Fixed Deposit Receipt duly hypothecated in favour of DDO, Ministry of Corporate Affairs, Shastri Bhavan, New Delhi from a commercial Bank or Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Ministry in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by 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.
23. The successful bidder will enter into an agreement with this Ministry for providing suitable and qualified manpower as per requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from date of award and shall continue to be in force in the same manner, unless terminated in writing. 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. However, any statutory increase in wages/DA etc. will be absorbed by the Ministry of Corporate Affairs.

24. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to.
25. The contract 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 contract then one month's wages etc. and any other amount due to the agency from the Ministry, shall be forfeited by the Ministry of Corporate Affairs.
26. On the expiry of the contract 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 by the personnel of the agency, it shall be entirely the responsibility of the agency to pay and settle the same.
27. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Joint Secretary (Admin.) Ministry of Corporate Affairs, whose decision shall be binding on both the parties.

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PROFORMA FOR TECHNICAL BID

| S. No. | Particular | To be filled in by the tender |
|--------|--|-------------------------------|
| 1. | Name of the Agency | |
| 2. | Details of EMD | |
| | (i) Amount | |
| | (ii) Draft No. | |
| | (iii) Date | |
| | (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 contact person. | |
| 5. | Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed.) | |
| 6. | PAN/TAN number (Copy to be enclosed) | |
| 7. | Service Tax Registration Number (Copy to be enclosed) | |
| 8. | Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India. (If no, a certificate is to be attached in this regard) | |
| 9. | Length of experience in the field | |
| 10. | Experience in dealing with Govt. Departments (Indicate the names of the Departments and attach copies of contracts orders placed on the agency) | |

| | | |
|-----|--|--|
| 11. | Whether a copy of the terms Conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached. | |
| 12. | Whether agency profile is attached? | |
| 13. | List of other clients | |

AUTHORISED SIGNATARY

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ANNEXURE – III

PROFORMA FOR FINANCIAL BID

| S. No. | Particular | Rate |
|-------------------|--|-------------|
| 1. | Rate of Administrative Charges / Agency Charges (should be indicated in % of wages) | _____ % |

AUTHORISED SIGNATARY

- NOTE:**
- 1. RATE FOR AGENCY CHARGES SHOULD BE QUOTED IN PERCENTAGE (%) ONLY. QUOTATIONS MENTIONING RATE OF ADMINISTRATIVE / AGENCY CHARGES IN ANY OTHER FORM SHALL NOT BE CONSIDERED AT ALL.**
 - 2. BIDS WITH 'NIL' OR 'COMPLEMENTARY' ADMINISTRATIVE / AGENCY CHARGES SHALL ALSO NOT BE CONSIDERED.**

