

F. No. D- 31011/ 12/2010-CT
Government of India
Planning Commission

Yojana Bhavan, Sansad Marg,
New Delhi, the 23rd February, 2011

TENDER NOTICE

Subject: Tender for annual job contract for Housekeeping services, Guards (round the clock duty) and General Duty workers (Peon) in the Office of EAC to P.M, Vigyan Bhavan/Planning Commission, Yojana Bhavan.

Sealed tenders are invited from eligible experienced and interested firms for providing Housekeeping services/General duty workers and Guard (round the clock duty) at Economic Advisory Council to PM at Vigyan Bhavan/Planning Commission, Yojana Bhavan, residence of Dy. Chairman and MOS, Planning Commission and Chairman, EAC to P.M. The contract period will be valid for a period of one year from the date of award of contract, which may be extended subject to the terms and conditions attached therewith. The bidder/interested firms should have experience as mentioned in the terms and conditions enclosed.

2. The sealed tenders with separate Technical and Financial bids filled in the specified proforma shall be kept in another sealed envelop. The envelops containing Technical and Financial bid and also the main envelop in which Technical and Financial bids will be kept must be superscribed 'Tender for annual job contract for housekeeping services/Guard (round the clock)/General duty workers in EAC to P.M., Vigyan Bhavan/Planning Commission, Yojana Bhavan.

3. The envelop containing Technical and Financial bid shall be dropped in the tender box placed at the reception area of Yojana Bhavan, Sansad Marg, New Delhi on 18-03-2011 from 10.00 AM to 2.30 PM.

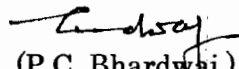
4. The Technical bids shall be opened at 3.00 PM on 18-03-2011 (Friday) in room No.344. Yojana Bhavan, Sansad Marg, New Delhi in the presence of a Committee constituted for this purpose and authorized representatives of the tenderers who may wish to be present.

5. Complete tender documents can also be download from Planning Commission's website: <http://planningcommission.gov.in>

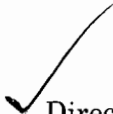
6. The tenderers whose Technical bids are accepted will be informed about the date of opening of financial bid.

7. Tender received after the closing date and time shall not be considered under any circumstances.

8. The competent authority in Planning Commission reserves the right to accept or reject any/all tenders without assigning any reason thereof.


(P.C. Bhardwaj)

Under secretary to the Govt. of India



Director(C & I) Planning Commission, with the request to upload the above mentioned tender notice on the Planning Commission's website.

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Eligibility Criteria

1. The firms/companies/agencies should have Registered/Branch Office in Delhi/NCR.
2. The bidder should have at least three years experience in housekeeping job /providing General duty workers and Guards in Ministries/Departments of Govt. of India/Public Sector Undertakings/Autonomous bodies etc. The details of the contract viz. name and address of the Ministries/Departments/Public Sector Undertakings/Autonomous bodies with telephone no. and copies of the agreement/work order must be enclosed with the tender .
3. The bidder should have at least two running contracts of housekeeping job/providing General duty workers and Guards with Ministries/departments of Central Govt. /Public Sector Undertakings/Autonomous bodies as on date of closing of tender with annual contract value of Rs. 5, 00,000/- (Rupees five Lakh) ..
4. The bidder must be registered with EPF, ESIC and Service Tax department.
5. The bidder should not have been blacklisted by any Government organization/Public Sector Undertakings/Autonomous bodies. A self certificate on the letter head to this effect should be enclosed with the Technical bid.
6. The bidder shall have a valid labour license and a license under sub-section(1) of section 7 of the private Security Agencies Regulation Act, 2005 read with Rule 3 of Delhi Private Security Agencies (Regulation) Rule, 2009 to the Controlling Authority (Notified as per Notification dated 08-10-2009), Home Department, Government of National Capital Territory of Delhi.

Evaluation Criteria –Technical Bids

7. The tender must be accompanied by an Earnest Money Deposit (EMD) of Rs.75,000/- (Rupees Seventy five thousand only) in the form of Demand Draft/Pay Order from a commercial bank drawn in favour of **“Pay & Accounts Officer, Planning Commission, New Delhi”**. It shall remain valid for a period of six months. The tender not accompanied with EMD shall be rejected summarily. The earnest money shall be refunded to the unsuccessful bidders after finalization of the contract. It shall be refunded to the successful bidder on receipt of performance security deposit. No interest is payable on the EMD.
8. All entries in the Technical bid in the proforma at Annexure ‘A’ should be legible and filled up clearly. No overwriting or cutting is permitted in Financial bid. However, cuttings, if any, in the Technical Bid must be initialed by the person authorized to sign the technical bids. Conditional bids will not be considered and will be rejected outright.
9. Tender incomplete in any form will be rejected outright.
10. The bidder shall submit following documents with Technical Bid:-
 - (i) Copy of EPF Registration certificate.
 - (ii) Copy of ESIC Registration certificate.
 - (iii) Copy of Service Tax Registration certificate.
 - (iv) Copy of PAN number.
 - (v) Self Certificate to the effect that the firm is not blacklisted.
 - (vi) Copies of experience certificate/work order with Central Govt. departments/Public sector undertakings/Autonomous bodies for the last three years.
 - (vii) Copies of at least two similar running contracts with Central Government departments/ Public Sector Undertakings/Autonomous bodies.
 - (viii) Earnest Money Deposit (EMD of Rs. 75,000/- in the form of Bank Draft/Pay order drawn in favour of **Pay and Accounts Officer, Planning Commission, Payable at New Delhi.**
 - (ix) Copy of labour license and license under sub-section(1) of section 7 of the private security Agencies (Regulation Act,2005) from Home Department, Govt. of NCT of Delhi.

11. The bidder at all times should indemnify Planning Commission against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Establishments Act as per latest amendments or any other law relating thereto and rules made thereunder from time to time. Planning Commission will not own any responsibility in this regard.
12. The closing date and time for receipt of tenders will be **2.30 P.M. on 18.03.2011 (Friday)**.
13. The Technical bids shall be opened at **3.00 PM on 18.03.2011 (Friday)** in Room No. 344, Planning Commission, Yojana Bhavan, Sansad Marg, New Delhi, in the presence of a Committee constituted for this purpose and the authorized representatives of the bidding firms, who may wish to be present at that time.
14. The Contract will be finalized within a maximum period of three months from the date of submission of Technical bids. No bidder will be allowed to withdraw after submission of the Technical bids, otherwise the EMD submitted by the bidding firm would stand forfeited.

Evaluation Criteria –Financial Bids

15. The bidder shall quote per worker rate of wages as per minimum wages prescribed by the Govt. of NCT of Delhi, EPF, ESIC, Service Tax(Wherever applicable), Service charges etc and total rate for all the manpower required in column 3 and 4 respectively in perform of financial bids at Annexure 'C'.

16. The workers will be paid wages as per minimum wages prescribed by the Govt. of NCT of Delhi. The financial bids will therefore, be evaluated on the basis of service charges. The bidders whose total service charges will be lowest in comparison to other bidders will be declared lowest bidder and the contract will be awarded to that firm.

17. Any increase in the wages of manpower deployed in the Planning Commission/EAC to PM will be considered in accordance with revision of minimum wages by Govt. of NCT of Delhi from time to time.

18. The service charges shall increase or decrease depending upon the increase or decrease of manpower as per actual requirement. However, it will not increase on increase of wages by Govt. of NCT of Delhi and/or other statutory provisions.

Other terms & Conditions

19. The bidder must employ adult and Skilled labour/Guard only. Employment of child labour/Guard will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. A list of such persons alongwith their police verification report should be submitted within 15 days of award of contract .
20. The bidder shall deal with and settle the matters related with worker unions and shall make sure that no labour disputes/problems are referred to Planning Commission. It shall totally indemnify Planning Commission in this regard.
21. In case, the successful bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
22. The successful bidder will have to deposit a Performance Security Deposit @ 6% of annual contract value by way of Fixed Deposit Receipt (FDR)/Bank guarantee from a commercial bank and hypothecated in favour of **"Pay & Accounts Officer, Planning Commission, New Delhi"** and valid

for 60 days beyond the expiry of period of one year contract . In case of extension of contract fresh Performance Security Deposit will have to be deposited.

23. The successful bidder will have to commence the work within 15 days of award of contract. Otherwise the contract will be cancelled and EMD will be forfeited.
24. The salary of the workers should be paid by 7th of the following the month for which the wages have become due and should be deposited direct to their bank accounts. Planning Commission will have right to verify the bank account passbooks of the workers.
25. The contract shall initially be valid for a period of one year and may be extended further on a yearly/half yearly basis subject to satisfactory performance, on the same terms & conditions upto a maximum period of two years. The contract may be curtailed/terminated earlier owing to deficiency in service or substandard quality of manpower deployed by the selected firm/agencies company. **The commission reserves the right to increase/decrease the requirement of workers on the basis of actual requirement.**
26. If any worker arrives late (or leaves early) but permitted to perform duty, pro-rata deduction of the duty rate would be made on hourly basis. If a person deployed is absent on a particular day or comes late/leaves early on three occasions, one day's wage shall be deducted. However, no habitual late comer would be allowed to work and it will be the responsibility of the contractor to provide a substitute.
27. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this Commission besides annulment of the contract.
28. Staff deployed by the bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property/person.
29. The contractor shall provide uniform to the workers. Samples of uniform will be approved by the Planning Commission. The worker must wear uniform during their duty. The contractor shall issue identity card to each worker which must be displayed by the worker during their duty.
30. The bidder shall provide following manpower for Housekeeping services/ General Duty workers/Guards.:-

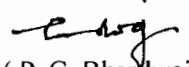
Sl. No.	Manpower Description	No. of staff required
1.	Skilled Guard (round the clock duty)	11
2.	Skilled Housekeeping staff	03 (including one female)
3.	Skilled General duty workers(Peon)	05

31. Each page of the tender document should be signed and stamped by bidder in acceptance of the terms and conditions laid down by Planning Commission.
32. If the work of the contractor is not found satisfactory, Planning Commission reserves the right to terminate the contract at any time without assigning any reasons and the decision of the Planning Commission will be final and binding on the contractor.
33. The competent authority of Planning Commission reserves the right to reject all or any tender in whole, or in part, without assigning any reason.
34. Payment will be made on monthly basis in the succeeding month on submission of bill in triplicate. Payment of the bill will be based on computerized print outs in standardized proforma alongwith computer generated attendance sheet in respect of persons deployed.
35. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the contractor by the PLANNING COMMISSION and if no action is taken within **TWO** hours, penalty @ Rs.500/- per day per complaint will be imposed .
36. The bidder should ensure to maintain the required number of manpower and also arrange a pool of stand by Housekeeping staff/Guard/Gen duty workers . In case any housekeeping staff/Guard/Gen. duty workers absents

from the duty, the reliever of equal status shall be provided by the bidder from the existing pool of housekeeping staff/Gen. duty workers/Guard. If the required numbers of workers are less than the minimum required, a penalty @ Rs.500/- per worker per day will be deducted from the bill of the contractor in addition to the amount equal to the wages/salary of such absent workers/Guards.

37. Any dispute regarding the contract shall be resolved through arbitrator to be nominated by Head of Department, Planning Commission. The contract shall be subject to relevant law and the jurisdiction of the courts located in Delhi.
38. PLANNING COMMISSION reserves the right for termination of the contract at any time, if the services of the contractor are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by PLANNING COMMISSION from its Security Deposit or pending bill or by raising a separate claim.
39. As per Govt. of India's Notification No. 15/2005 dated 7.6.2005, cleaning services in respect of non-commercial buildings and premises thereof does not come under the purview of Service Tax. Planning Commission /EAC Vigyan Bhavan being a non-commercial building, Service Tax is not leviable on cleaning services in its office i.e. Yojana Bhawan & Vigyan Bhavan. Therefore Planning Commission will not pay any service tax for cleaning services provided for Yojana Bhawan/Vigyan Bhavan.
40. All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of Planning Commission (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
41. The contractor shall furnish the relevant/documents regarding payment of such taxes/levies as and when Planning Commission will require from time to time.
42. The contractor shall be responsible for the conduct/ integrity of his personnel and will be responsible for any act of omission and commission on their part. He will vouch for their character and integrity.
43. The contractor should submit proof of coverage under ESIC and opening of EPF Account in respect of all the manpower deployed for Planning Commission/ EAC to P.M. and **PF number along with the address should be provided by the agency to all the workers.**
44. The successful tenderer shall solely be responsible for settling/resolving any dispute/claim of his/her personnel during the pendency of the Contract. No liability shall accrue to Planning Commission under any circumstances even after expiry of the contract.
45. The contractor shall be responsible for payment of any compensation/settlement of any liability arising out to any death or injury caused to the persons employed by him for rendering the jobs on contract under the agreement, either under the Workmen Compensation act or any Act in force at that time.
46. The contractor shall not sub-let or sub contract any part of this contract/ job without the express written consent of Planning Commission. The contractor shall also be responsible for any act of omission or commission on the part of his workers. Any damage done/ caused to the existing structure/ furniture/ fitting/ equipment by the workers of the contractor shall be got rectified by the contractor at his own cost/cost recovered from the contractor.
47. It should be made clear to the manpower so deployed by the successful bidder as per the tender that no employer/worker/employee/relationship is established between the Commission or the Government of India and workers by virtue of such deployment and no claims for temporary or permanent employment in Govt. service shall be entertained from any or group of such workers.
48. Planning Commission reserves its right to get the contractual jobs done from any other party/person or agency if the contractor at any time fails to carry out the said jobs any day, the cost and the expenses incurred for getting the job done on account of such failure on the part of the contractor would be deducted from the payment due to the contractor. If contractor fails to provide the services under the contract for 15 days consecutively or otherwise, the agreement shall stand terminated without any notice and in such case the contractor would be liable to compensate this Commission for any losses caused to it due to the non-fulfillment of the contractual obligation

49. The initial cleaning of all the areas specified should be completed by the schedule time on all working days failing which a monetary penalty of Rs. 500/- per day shall be recovered from the contractor's bill .
50. The contractor will ensure carrying out cleaning work of all rooms/corridors/toilets of EAC to P.M. , Vigyan Bhavan/ Planning Commission on daily basis from 7:30AM with lunch break of half-an-hour and tea break for ten minutes once in the forenoon and once in the afternoon on all working days and Saturday or as required by this Commission.
51. Cleaning of glasses, doors, windows, roof, ceiling fans, blinds, carpets, tiles, mirror, Plants, Planters and other fixtures and ventilator of all areas specified will be done by liquid soap/chemical/detergent to be provided by the Planning Commission./EAC to PM, Vigyan Bhavan.
52. Toilets need to be kept clean in all respects by sweeping, washing and moping of floors, washing of glazed tiles on walls, urinal pots W. C. Pans, sink, wash basins, and all other fitting and fixture using disinfecting material like phenyl, vim, detergent powder, acid, liquid soap etc. on daily basis, to be provided by Planning Commission/ /EAC to PM, Vigyan Bhavan, without damage to electrical fittings.
53. The Workers should be available from 7:30 A.M. or as required on all working days and Saturdays unless otherwise instructed.
54. The decision of authorized officers in Planning Commission regarding satisfactory standard of cleaning/ round the clock duty by the Guards shall be final and binding on the contractor.
55. The Housekeeping staff/General duty workers /Guards on round the clock duties at the residence of Deputy Chairman and MOS, Planning Commission and Chairman, EAC to PM should be well mannered and well dressed.



(P. C. Bhardwaj)

Under Secretary to the Govt. of India

Proforma of Technical Bid

For House Keeping services /Guard/ General duty workers in Planning Commission/ EAC to PM, Vigyan Bhavan

1.	NAME OF TENDERING COMPANY / FIRM / AGENCY	
2.	NAME OF OWNER / PARTNERS/ DIRECTORS	
3.	FULL PARTICULARS OF OFFICE	
(A)	ADDRESS	
(B)	TELEPHONE NO.	
(C)	FAX NO.	
(D)	E-MAIL ADDRESS	
4.	FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM / AGENCY, WITH FULL ADDRESS/ TEL. NO.	
(A)	NAME OF THE BANK	
(B)	ADDRESS OF THE BANK	
(C)	TELEPHONE NO.	
(D)	FAX NO.	
(E)	E-MAIL ADDRESS	
5.	REGISTRATION DETAILS :	
	(A) PAN / GIR NO.	
	(B)SERVICE TAX REGISTRATION NO.	
	(C)E.P.F. REGISTRATION NO.	
	(D)E.S.I. REGISTRATION NO.	
6.	DETAILS OF EARNEST MONEY DEPOSIT	
(A)	AMOUNT(RS.)	
(B)	D.D. / P.O. NO. & DATE	
(C)	DRAWN ON BANK	
(D)	VALID UPTO	

The above format may be used to provide requisite details.

Signature of Owner/Managing Partner/Director of the Firm

Date:
Place:

Name:
Firm's Seal:

Details of Experience of work undertaken during the last three year.

Year	Name and Address of the organization , Name Designation , and telephone /Fax no. of the office concerned	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of Contract	
				From	To
				dd/mm/yy	Dd/mm/yy
2007-08					
2008-09					
2009-10					
Additional information ,if any					

The above format may be used to provide requisite details.

Signature of Owner /Managing Partner/Director of the Firm

Name:

Firm's Seal:

Date

Place

**Details of the running contracts at Ministries/Department
/PSUs/Autonomous bodies**

Year	Name and Address of the organization , Name Designation , and telephone /Fax no. of the office concerned	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of Contract	
				From	To
				dd/mm/yy	Dd/mm/yy
1.					
2.					
3.					
Additional information ,if any					

The above format may be used to provide requisite details.

Signature of Owner /Managing Partner/Director of the Firm

Name:

Firm's Seal:

Date

Place

Proforma of Financial -Bid

PARTICULARS AGAINST WHICH THE RATES ARE TO BE QUOTED BY THE TENDERERS FOR THE AWARD OF CONTRACT FOR HOUSEKEEPING SERVICES/GENERAL DUTY WORKERS AND GUARDS IN THE PLANNING COMMISSION/EAC TO PM, VIGYAN BHAVAN.

1	2	3	4
Sl. No.	Particulars (No. of manpower, ESIC, EPF, Service Tax, Service charges etc)	Monthly wage per Worker on the basis of minimum wages prescribed by the Govt. of NCT of Delhi (In Rs)	Total monthly wages (for workers indicated in column 2) on the basis of minimum wages prescribed by the Govt. of NCT of Delhi (In Rs)
1	Skilled Housekeeping Staff(Including one female) -03 Skilled General Duty Workers (Peon) -05 Skilled Guard(round the clock duty) -11		
2.	ESIC Charges (%) Skilled Housekeeping Staff(Including one female) -03 Skilled General Duty Workers (Peon) -05 Skilled Guard(round the clock duty) -11	Per worker/ month	Total ESIC Charges/month
3	EPF Charges (%) Skilled Housekeeping Staff(Including one female) -03 Skilled General Duty Workers (Peon) -05 Skilled Guard(round the clock duty) -11	Per worker/month	Total EPF Charges/month
4	Service Tax (%) (Not applicable for cleaning services) Skilled General Duty Workers (Peon) -05 Skilled Guard(round the clock duty) -11	Per worker/month	Total Service Tax/month
5.	Service Charges(In Rs.) Skilled Housekeeping Staff(Including one female) -03 Skilled General Duty Workers (Peon) -05 Skilled Guard(round the clock duty) -11	Per worker/month	Total Service Charges/month
Monthly Contract Value (In Rs.) (Total of Column 4)			
Annual Contract Value (In Rs.) (12X total of Column 4)			

Date:

Signature of owner/Managing Partner/Director of the Firm

Name:

Place :

Firm's Seal:

DECLARATION

1. I, _____ son / daughter of Shri _____

Proprietor /Partner/Director /Authorized Signatory of _____

am competent to sign. this declaration and execute this tender document .

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same

3. The information /documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information /fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place :

Signature of Owner /Managing Partner/Director of the Firm

Name:

Firm's Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the bidding Firm should be enclosed with Technical bid.