

F.No. 3.13.(2)/2016-G-I
UNION PUBLIC SERVICE COMMISSION
(SANGH LOK SEVA AYOOG)
Dholpur House, Shahjahan Road
New Delhi-110069

Date : 21.03.2017

Subject: NOTICE INVITING TENDERS (NIT) for Sweeping & Cleaning of UPSC Premises.

Online bids are invited on two bid system for for Sweeping and Cleaning of UPSC premises for one year. Detailed terms and condition of NIT in Tender Document. Tender Document may be downloaded from UPSC web site www.upsc.gov.in (for reference only) and CPP site <https://eprocure.gov.in/e> procure/app as per schedule as given in Critical Date Sheet as under:

Published Date	24.03.2017
Bid Document Download/Sale Start Date	24.03.2017
Bid Submission Start Date	24.03.2017
Bid Submission End Date	18.04.2017 at 1500 Hrs
Bid Opening Date	19.04.2017 at 1530 Hrs

Bids shall be submitted online at CPPP Website

<https://eprocure.gov.in/eprocure/app>

Tenderer/Contractors are advised to follow the instruction provided in the "Instruction to the Contractor/Tenderer for the e-submission of the bids online through Central Public Procurement Portal for e- Procurement at <https://eprocure.gov.in/eprocure/app>

1. Procedure of Submission of Bids

The tender shall be submitted online in two parts viz., technical bid and Financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the document before uploading. Bids uploaded in single part or folder on the website will be summarily rejected.

The offers submitted by Telegram/Fax/email or any other mode not be considered. No correspondence will be entertained in this matter.

2. **Technical Bid**

2.1 The bidder should submit scanned copies of the documents mentioned in NIT and the checklist as at Annexure-IV duly signed by the authorized signatory along with copies of the following documents:

- a) A self Attested Scanned copy of PAN Card
- b) A self Attested Scanned copy of IT return
- c) All self Attested Scanned copy of all certificates/ proofs/performance certificate etc. as mentioned at Tender Documents.
- d) A self Attested Scanned copy of Earnest Money Deposite (EMD) of Rs. 2,50,000/- The hard copy of original EMD as mentioned in clause 4.2.1 of Tender Document must be delivered to the UPSC on or before bid opening date/time as mentioned in critical date sheet.

2.2 A self Attested Scanned copy of Tender Fee of Rs. 500/- . The hard copy of original Tender Fee must be delivered to the UPSC on or before bid opening date/time as mentioned in critical date sheet. The tenders without tender document fee shall be rejected summarily.

3. **Financial Bid:**

Scanned copy of Financial Bid should be uploaded, in the prescribed format as per Annexure-II. Unstamped and /or unsigned bids will not be entertained.

4. **Evaluation of Bid:**

The evaluation of bid will be done by a Tender Evaluation Committee (TEC) constituted for this purpose. The financial bid of only technically qualified bidders will be considered. The tender will be awarded to the firm who quote lowest rate in the Serial number 8 of table I of Annexure-II and fulfills all the terms and Conditions of NIT.

(Anil Kumar)
Under Secretary (M&M)
UNION PUBLIC SERVICE COMMISSION

TENDER DOCUMENT

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**Detailed terms and conditions of the NIT
for award of contract for Sweeping And Cleaning of UPSC premises**

2. The prospective bidders are requested to visit this office and contact **M&M Section 00 .00. 2016 to 00 .00. 2016** between **2.30 pm to 4.00 pm** to inspect the areas covered under the contract to satisfy and understand the scope of work to be executed as per this tender before participating in the Tender and then quote the rate/amount per month for the work, because no subsequent request of the bidder for additional payment/claim on any account will be entertained by the office under any circumstances.

3. SCOPE OF WORK (Areas covered under the contract)

3.1 The total area covered under the contract is divided into **7 units** and manpowers required in each building are indicated against each. It may be noted that no. of manpower required as indicated against each unit may vary depending upon the workload on a particular day and the manpower may have to be diverted from one unit to another depending upon specific needs of this office on a particular occasion. However, bidder may note that the total number of manpower indicated is to be strictly provided daily as indicated below:-

UNIT NO.	BUILDING	AREAS COVERED	No. of Floors	Covered Area (Sq.mtr.)	Toilets		No. of man power Required		
					Gents	Ladies	Gents	Ladies	Supervisors
I	MAIN BUILDING	Entire area including toilets and roof area but excluding Strong Room at Ground floor.	2	4693	25+1 attached & handicapped toilets at GF	2	8	2	1
II	ANNEXE BUILDING	Entire area of the Building including roof area.	4	3501	6	6	6	2	1
III	AYOG SACHIVALAYA BUILDING	Entire area including Canteen and Toilets, roof & Basement area in New Building	6	15248 (including Basement Area)	31	19	12	3	1

UNIT NO.	BUILDING	AREAS COVERED	No. of Floors	Covered Area (Sq.mtr.)	Toilets		No. of man power Required		
					Gents	Ladies	Gents	Ladies	Supervisors
IV	CANTEEN 'A' & 'B' and other areas	A. Entire area of Canteen 'A' & 'B' B. Reception Gate 'C', Dak Counter & Facilitation Centre C. Open space area /all roads within UPSC office complex (except lawns).	1+1 1 1	432 30586	1	Nil	2+2+ +1 +2 = 7	-	-
V	JAM NAGAR HOUSE	All rooms occupied by the office of UPSC, outer area and roads attached to it.(Record +Recreation club)	1 1	425 + 200 =625	1	Nil	1	-	-
VI	EXAMINATION HALL BUILDING	All the toilets on each of the floors and entire area of Ground Floor. Including Museum & its Surroundings	5+1 Base ment	9840	7 (5 gents and 2 handic aped)	5	8 + 1 =9	1	1
VII	ADVISER'S SUITE *	Old Adviser Suite New Adviser Suite	02 06	824	17 29	Nil	2 + 4 =6	-	1
Total							49	8	5

* Adviser's Suite of UPSC is being used as a Guest House where advisers/experts are staying for performing official work. The new Adviser's Suite consists of 25 guest rooms and the old Adviser's Suite consists of 15 guest rooms. These areas require special cleaning and sweeping activities and should be maintained very neat and clean.

3.2 The incidence/periodicity with which the different jobs under the scope of work are required to be carried out is as follows :-

(A) HOURLY/REGULAR BASIS ON ALL WORKING DAYS

- i) Cleaning/wet mopping of toilets and nearby areas and cleaning of Wash-basins, sinks, urinals etc. to be done on regular basis to maintain the cleanliness throughout the working hours.
- ii) Wet mopping of entire Canteen areas in regular intervals to keep the entire area neat & clean throughout the working hours.
- iii) Sweeping of corridors/staircases , waiting hall, Reception area etc. Wet moping of Central Waiting Hall, Reception areas, corridors, stair cases etc.

(B) TWICE DAILY AND ALSO AS AND WHEN REQUIRED

- i) Wet moping Receipt Section, dak counter etc.
- ii) Sweeping of open space/roads etc.

(C) ONCE DAILY AND ALSO AS AND WHEN REQUIRED

- i) **Sweeping and cleaning** of all rooms.
- ii) **Dusting/cleaning of** Tables, workstations, Chairs, Teapoy, Sofaset, Calendar/Pen Stand Artificial Flowers, Brass Planters, Name Plates, Curtains/Pelmets, Book Cupboards, Spl. Shelves, A.C. Inner Unit, Computer & Computer Furniture, Telephone Apparatus, Ash-Trays, Window panes, Switch Boards, Doors/Door Closures, Wall Hangings etc. Photostat and other machines .
- iii) Sweeping & cleaning of parking area in the basement of New Building.

(D) ONCE A WEEK AND ALSO AS AND WHEN REQUIRED

(Preferably to be done on Saturdays/Sundays or Holidays)

- i) Vacuum cleaning of carpets, curtains, Venetian blinds and related fixtures/computer terminals, library, dak counter and Reception Rooms.
- ii) Dusting of walls, roofs/ false celing from top downward.
- iii) Removal of cobwebs.
- iv) Dusting/brushing/cleaning room fixtures, upholstered chairs and sofas etc.
- v) Cleaning of electric switch boards, Fans, Tube Light Fittings etc.
- vi) Cleaning of windows, glass panes (from inside and outside) with cleaning material. Special cleaning of the door handle/area around door handle.
- vii) Hand scrubbing and cleaning/washing of entire floor area with cleaning material.
- viii) Cleaning/washing of sanitary/water supply fixtures, wall tiles, bathroom fitting etc.
- ix) Polishing of brass name plates, planters and brass fittings on doors.

(E) ONCE IN A MONTH AND ALSO AS AND WHEN REQUIRED

(Preferably to be done on Saturdays/Sundays or Holidays)

- i) Scrubbing and polishing of entire floor area by using appropriate scrubbing/polishing machines.
- ii) Dusting /cleaning of fixture panel, paintings, light and electrical fittings.
- iii) Cleaning/washing of sanitary/water supply fixtures, wall tiles bathroom fitting etc.
- iv) Polishing of brass name plates, planters and brass fittings on doors.
- v) Thorough cleaning of shafts adjoining all bathroom/toilets.
- vi) Thorough sweeping cleaning of roof area of all the buildings.

(F) AS AND WHEN REQUIRED

- i) Shifting of official items such as furniture , stationary, electronic equipment etc. for official requirement as and when required

3.3 Provision and use of cleaning material

3.3.1 All the cleaning material to be used for maintenance of cleanliness of the area specified in the Tender Document has to be provided by the Contractor. All the cleaning material to be provided/used should be of ISI/standard brand and the quantity of the material to be used should be sufficient to maintain the building areas spotlessly neat and clean, which can always be test checked by the officers designated by the UPSC.

3.3.2 The indicative list of Tools and cleaning equipment to be deployed by the agency are as under :-

- (a) 4 Wheeled Trolley (with high quality rubber wheels preferably covered trolleys) for garbage removal – 5 Nos.
- (b) 4- legged stools Industrial or balanced ladders
- (c) Industrial Vacuum Cleaners (wet and dry) - (2 Nos.)
- (d) Heavy duty scrubbing machine (02 Nos.)
- (e) High Power Jet Machine. (01 No.)
- (f) Heavy Duty polishing machine with pads (01 No.)
- (g) Mops/swabs
- (h) Feather Brushes
- (i) Upholstering brushes
- (j) Brooms
- (k) Scrubbing brushes (hand)
- (l) Squeezes (18" x24") etc.
- (m) Glass Squeezes
- (n) W/C brush
- (o) Buckets
- (p) Long Handles cobweb brushes
- (q) Metal dust pans
- (r) Nylon scrubbers
- (s) Dusters
- (t) Big dustbins in corridors and small in all toilets with black polythene as per requirement in quantity.

3.3.3 The indicative list of material to be used by the agency is as under :-

- a) Cleaning agents of standard company for WC's urinal pots etc.
- b) Detergents of standard company for cleaning wash basin, sinks, refrigerator & other items.
- c) Liquid soap of standard company for scrubbing of floors and wall.
- d) Anti-bacterial disinfectants of standard company for cleaning toilets, bathroom, kitchen and pantries.
- e) Glass cleaning liquid of standard company.
- f) Deodorizer of a standard company.
- g) Air-fresheners/Aerosols (eco-friendly) of standard company.
- h) Urinal cubes (standard company)
- i) Brasso for polishing of brass planters, brass name plates and brass fixtures on doors.
- j) Plastic bags for removal of garbage from dust bins.

3.3.4 Indicative list of brand of cleaning material is enclosed at **Annexure-III**.

- 3.4 The contractor will arrange its own vacuum cleaning machine and scrubbing/polishing machine. Scrubbing/washing of floors of corridors and lobbies with appropriate machines shall be done once a week on Saturdays/Sundays. . No additional amount towards maintenance or repair of vacuum cleaning machine or scrubbing machine shall be paid by this office.
- 3.5 The initial work of sweeping /cleaning of rooms toilets including wash basins and sinks and sweeping and mopping of corridors, waiting halls, cleaning of glass panes of Reception and open area including road shall be taken up extensively in the morning and be completed before 9.00am everyday and again after 2.30 pm i.e. after the lunch on all working days.
- 3.6 All toilets shall be provided with "de-odourising" materials of approved brand & specifications, to be selected by UPSC, so as to prevent foul smell emanating out of toilets. Such materials as "Odonil" or any other perfume generating chemical shall always remain at least in two corners of the toilets.
- 3.7 The Contractor shall make arrangements to refill the sanitary cubes and other consumable like liquid soap etc. for hand wash in all the toilets under the contract on day to day basis.

4. Other conditions and requirements for submitting bids .

4.1 Eligibility Conditions :

- (a) The company, firm or agency shall be registered with Registrar of Companies (R.O.C.) /Registrar of Firm. A copy of registration certificate should be submitted.
- (b) The bidder must have experience of at least five years in Housekeeping Services. The bidders should have successfully completed at least two contracts having annual value of not less than Rupees Ten Lacs each in any Govt./PSU/Autonomous/Local Body in the last three years i.e 2013-14, 2014-15 and 2015-16 with the similar scope of work indicated in the Tender Document. Details should be furnished in the Table mentioned in para 4.1(e) below.
- (c) The Firm/Company should have annual turnover of at least Rs. 25 lacs in each of the past three years. A certificate from Chartered Accountant indicating the annual turn over during the last three Years should be enclosed as supporting documents in this regard should be furnished in the technical bid.
- (d) A company, firm or agency should be also registered with Ministry of Labour under Section 7 of Contrat Labour (Regulation and Abolition) Act 1970. A copy of certificate from the concerned authorities to be enclosed.
- (e) Bidder should give the documentary proof of minimum five years experience (for the last five financial years) in providing House Keeping Services. The experience shown should be for providing continuous service for atleast one year, for each client. This should be given in the following format and it should be submitted on Letter Head of Bidder :-

Sl.No	Year	Name of the client where the Experience in providing House Keeping Services is claimed (One year or more)	Brief nature of work	Whether the minimum period of one year completed (Yes/No)	Amount of work order for one year	Copy of performance certificate submitted (Yes/No)
A	B	C	D	E	F	G
1	2015-16 *					
2	2014-15 *					
3	2013-14 *					
4	2012-13					
5	2011-12					

* the value of the contract mentioned in column (c) above for these years should not be less than Rs 10 lakh as mentioned in clause 4(b) above.

- (f) The firm should furnish a current Bank solvency certificate from a scheduled bank for any amount of not less than Rs. 10 lakhs.
- (g) The firm should not have been black-listed by any Government organization PSU.

IMPORTANT NOTE

- (i) In the column meant for experience in housekeeping services, the bidder should give the details of clients served during the above mentioned period. Also attach the attested copies of performance certificate(s) issued by the clients of the bidder.
- (ii) The bidders who do not attach the satisfactory performance certificates for the above said period will not be considered and their bid is liable to be rejected.
- (iii) The sample performance certificate to be attached by the bidder is given below and it should be issued by the client of the bidder (on client's letter head)

PERFORMANCE CERTIFICATE

It is certified that M/s (bidder) had provided Housekeeping Services to our firm/office for the premises located at _____ having a built up area measuring _____sq. mtr. and having _____toilets for the period from _____ (date) to _____. The annual financial component of the House Keeping work contact the above said work is Rs. _____(In words).

**Signature of the client (of the bidder)
With Seal of the client firm of the bidder**

NOTE :- The Technical Evaluation Committee may also accept performance certificate containing the requisite details in other similar proforma and its decision shall be final and binding.

4.2 Bids may be furnished in the prescribed forms, i.e. **Annexure-I for Technical Bid** and **Annexure-II for Financial Bid**, along with other relevant documents/information required to be furnished as per the Terms and Conditions of the Tender.

4.2.1 The Technical Bid for sweeping and cleaning of UPSC Premises" should contain :-

- i) Earnest Money Deposit of **Rs. 2,50,000/-** (Rupees Two lakh fifty thousand only) in the form of DD, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee from any Commercial Bank in an acceptable form, drawn in favour of Secretary, UPSC.
- ii) Only the firms/companies who fulfill the eligibility criteria prescribed in clause 4.1 of the Terms & Conditions of the NIT shall be eligible to participate in the bid. Bidders should furnish copies of work orders/performance certificates in support of their claims of being eligible to participate in the Tender.
- iii) Copy of the PAN Number.
- iv) **Details to be furnished as per Annexure-I to this Tender Document.**
- v) List of ongoing contracts in the field of sweeping/cleaning in Govt. Deptts./PSUs/ Autonomous /Local Bodies etc. and copy of work order thereof.
- vi) If any firm is exempted from submission of EMD and Performance Security, documentary evidence in this regard may please be furnished alongwith Technical Bid.
- vii) The checklist as per Annexure-IV duly signed by the authorized signatory along with all supporting documents as per the checklist.

4.2.2 The Financial Bid for sweeping and cleaning of UPSC Premises" should contain rates (Financial bid) in the prescribed form (Annexure-II).

- 4.2.3 If required, a Committee of officers of this office may also visit/inspect any of the site(s) (as mentioned under sub clause 4.2.1(v) where the bidders are currently engaged in sweeping & cleaning work to see the performance of the firm and to assess the capability/suitability of the firm for award of the contract in this office. However, the site of only those bidders shall be inspected whose bids will be found valid as per the requirements of the tender. The bids of those firm whose performance is found unsatisfactory by the Committee shall be rejected.
- 4.3 The financial bid of only those bidders will be opened who will qualify in the technical bid. The date of opening of the financial bid will be intimated to concerned firms separately.
- 4.4. Every paper of the bid should be signed by the Bidder with seal of Agency/Firm/Company.
- 4.5. The agency submitting the bid would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the bid.
- 4.6. In case any person signing the tender/contract/agreement on behalf of limited Company or Firm, he will produce letter of authority/resolution passed by the Company/firm empowering him to sign the tender/agreement/contract on behalf of the company or firm.
- 4.7. All the terms and conditions in these tender documents will be a part and parcel of the agreement/contract to be executed by the contracting agency with the department/government.

Delivery Schedule

- 4.8. Once the competent authority accepts the bid, the contracting agency shall be responsible to provide the Housekeeping services within one week from the date of issue of letter of acceptance.
- 4.9. Canvassing in connection with the tender is strictly prohibited which may disqualify the bid. Bid must be unconditional.
- 4.10. Any person who is in Government Service or an employee of the department should not be made a partner to the tender by the bidder directly or indirectly in an manner whatsoever.
- 4.11. Rates quoted should clearly indicate (i) cost of labour (ii) cost of materials /equipments to be used in the cleaning work and (iii) other charges, if any. **A lump sum monthly rate may be quoted separately for each unit.** Taxes, if applicable should be shown separately, otherwise it shall be presumed that rates are inclusive of taxes.

4.12. Rejection of the Bid

- 4.12.1 Conditional, ambiguous and incomplete bids will be summarily rejected.
- 4.12.2 Bids not accompanied by requisite earnest money deposit in the prescribed form will be summarily rejected.
- 4.12.3 Secretary, UPSC reserves the right to reject any or all the bids without assigning any reason. UPSC at its discretion may call for any supporting documents which would not have any bearing as financial bid, if the same is not enclosed with technical bid.
- 4.12.4 Bid not conforming to the requirements as per the terms and conditions will be rejected and no correspondence shall be entertained in this regard whatsoever.

5. Deployment of the staff by the Contractor

- 5.1 A complete list of the Housekeeping staff, engaged by the Contractor for deployment in the site, shall be furnished by the Contractor to this office alongwith the complete address and other antecedents of the staff. The agency shall deploy only those staff whose character and antecedents have been verified by the Delhi Police Authority and the Contractor should give a certificate to that effect to this office.
- 5.2 Every housekeeping services staff engaged by the Contractor shall wear the prescribed uniform meant for Housekeeping according to season (i.e summer uniform in summer and winter uniform in winter season) and a badge bearing his name and designation while on duty. The said uniform and badge shall be provided and maintained by the Contractor at its own cost.
- 5.3 Attendance of the Workers :- The attendance of the worker will be marked in the attendance Register. It may be countersigned everyday by Sr. EM&MO/EM&MO/Estate Supervisor.
- 5.4 The Contractor shall not employ any person who has not completed eighteen years of age.
- 5.5 The Contractor before execution of the work shall specify the actual number of workers to be engaged for housekeeping job. The Supervisors to be deployed by the Contractor must be able to watch and supervise the work and to test and examine materials to be used. He/She must ensure the maintenance of performance standards and periodicity of cleaning jobs. As and when any extra work is to be carried out, the Contractor shall plan the increase the number of workers without claiming any extra payments from this office.
- 5.6 The office of UPSC shall not be responsible financially or otherwise for any injury to the Housekeeping personnel in the course of performing the Housekeeping function in the office complex.

6. Other Conditions of the Contract

- 6.1 The successful bidder shall not transfer the work/contract to any other person in any manner. The Contractor shall not be permitted to sub-contract the work to any other person/firm/agency.
- 6.2 It shall be the responsibility of the contractor to comply with provisions of various Acts/Statutes regarding payment of Minimum Wages/Provident Fund/Employees State Insurance etc. in respect of laborers detailed for the work and their service conditions, and quote the rates accordingly. Also the successful bidder shall ensure compliance of provisions of EPF & MP Act 1952. **The contractor shall indemnify UPSC against payments to be made under & for the observance to the applicable laws.** The Housekeeping firm will be liable for any disciplinary action/penal action for not implementing the labour welfare laws as applicable and are in force.
- 6.3 This office reserves the right to withdraw any of the Unit(s) mentioned in the areas to be covered under the contract for sweeping & cleaning for a particular period and the charges for those particular units of area will not be payable for that particular period.

- 6.4 On certain occasions the Contractor shall have to provide any additional personnel for allocating any additional Housekeeping duty as directed by this office or any authorized officer in this office in addition to those duties/personnel covered in this tender and the Contractor shall not claim any extra payment on this account.
- 6.5 The contractor will have to ensure cleanliness of the site by using the requisite quantity and quality of materials to the entire satisfaction of this office. If this office indicates that the cleanliness or Housekeeping services are not adequately satisfactory on account of insufficient tools, material and/or manpower, then additional materials, Tools and/or manpower, as the case may be, will have to be brought in by the Contractor without charging any extra cost.
- 6.6 The dustbins will be provided by the contractor at various places and maintained properly and kept clean. Polythene would be placed in all the dustbins every day.
- 6.7 Suitable trolleys have to be used by the Contractor to carry the accumulated sweeping waste/garbage from the building to the "KHATTA". The trolleys shall not be allowed inside the building. The arrangement of the trolleys have to be made by the Contractor himself and the cost of the maintenance of the same should also be borne by the Contractor.
- 6.8 All the workers should be present throughout the working hours i.e. **7.30 a.m. to 4.00 p.m.** from Monday to Saturday at each floor of all the building covered under the agreement with necessary cleaning material to attend to any immediate need for cleaning/sweeping at that floor. Thereafter, during rest office hours i.e. **from 4.00 PM to till office/building is closed 02 nos.** of worker each for Ayog Sachivalya, Main Building & Annexe Building and **01 no.** worker each for Canteen A & B and Examination Hall Building along with **02** supervisor (one gents & one ladies), **total 11 nos. of manpower, including Supervisor,** should be present with necessary cleaning material to attend any immediate need for sweeping cleaning work. On Sunday/Holiday, some sweeping cleaning worker as per requirement alongwith one Supervisor should be provided by contractor on UPSC Exam day or for some other official activity in the Commission.
- 6.9 One sewer man with necessary tools (amongst the sweepers/staff deployed by the Contractor) will also be deployed by the Contractor for opening and cleaning of the blocked sewer, drainage etc.
- 6.10 Wet mopping of all the toilets will be carried out on hourly/regular basis. For this purpose one sweeper each for ladies and gents toilets at each floor shall be deployed in all the buildings throughout the day in addition to the requirement of one sweeper at each floor to attend the immediate need for cleaning/sweeping of that floor.
- 6.11 Supervisors deployed by the Contractor shall invariably report daily to the concerned Sr. EM&MO, EM&MOS or Estates Supervisors or any other officer designated to look after the work of that building to take directions for maintenance of cleanliness & hygiene of the building. The Supervisors, workers of the Contractor should comply to the directions of the designated officers.

- 6.12 This office shall be at liberty to direct and require the contractor to remove from the work, any person employed by the agency, who in the opinion of this office misconducts himself or is incompetent or negligent in the proper performance of his/her duties or infirm and invalid/or indulge in unlawful activities or the like and such person shall not be again employed on the work without permission of this office.
- 6.13 The sweeping and cleaning work in some of the sensitive areas like Confidential wing((covered under Unit-III) will be done under the specific supervision/direction of the authorized officers by this office.
- 6.14 This office may retain any/some worker(s) after office hours as and when required without any extra payment to Contractor.
- 6.15 The inspection of toilets as well as the sanitary fittings shall have to be undertaken by supervisor-in-charge and minor defects/repair in sanitary fittings, if any noticed, shall have to be brought to the notice of Sr. EM&MO, EM&MOs or Estates Supervisor in writing immediately who in turn shall inform CPWD for remedial action.
- 6.16 **Performance Evaluation** :
This office, however reserves the right to review the performance whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of Secretary, UPSC shall be binding on the contractor.
- 6.17 **Evaluation of Bids:**
The evaluation of bid will be done by a Tender Evaluation Committee (TEC) constituted for this purpose. The financial bids of only technically qualified bidders recommended by the TEC will be considered. Evaluation of the financial bids for L-1 bidder shall be done on the basis of the lowest rate quoted in the Serial number 8 of Table I of Annexure-II. However, Service Tax will not be considered for the purpose of L-1 evaluation and comparison of bids. The evaluation will be made keeping in view the minimum wages, ESI/EPF contribution which are statutory in nature. Financial bids not conforming to the minimum wages and statutory obligations applicable in Delhi shall be treated non-responsive and bid will be rejected. Profit and overheads/ service charge should not be 'NIL'. The offer with 'NIL' Service Charge/Profit and overheads will be considered as unresponsive.
- 7. Payment Terms**
- 7.1 No advance payment will be made. Payment of monthly bills shall be made on post service basis.
- 7.2 Bills shall be submitted at the end of each month (in triplicate) after completion of work for one month .
- 7.3 Bills shall be considered for payment on the basis of satisfactory performance certificates/reports of designated officer(s) who will supervise the work of the Contractor on behalf of the office of UPSC.
- 7.4 Payment of the bills after deduction of penalty, if any, shall be made within 45 days from the date of submission of the bills by the Contractor.
- 7.5 The office of UPSC will deduct Income Tax at Source as applicable from time to time.
- 7.6 Bills shall be considered for payment after submitting separate ECR alongwith soft copy of ECR and e-challan pertaining to EPF/ESI every month in respect of manpower deployed in Office of UPSC. Further salary/wages register signed by employees indicating P.F. Account number should be submitted.
- 7.7 The payment/wages to its personnel shall be paid to them directly by the contractor through bank or ECS or online transfer to their bank account. It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour/supervisor. The contractor should submit an undertaking/certificate clearly stating the disbursement of salary/wages through bank account of its employees working in the office of UPSC for the respective months before submission of bill.
- 7.8 Service Tax Exemption: The Commission is not exempted from the Service Tax. The Service Tax Amount will be reimbursed on submission of payment proof by the Service Provider.
- 7.9 Prices shall be valid for a period of one year. However, on revision of minimum wages & Taxes, Contractor may request in writing for enhancement of minimum wages & Taxes accordingly to the UPSC, which shall be considered and agreed, if found reasonable by the UPSC.

8. Performance Security Deposit

8.1 The successful bidder will have to submit **Performance Security Deposit** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee, having the validity of fourteen month i.e. 60 days beyond the full contract period from a Commercial Bank in an acceptable form equivalent to **10%** of the total annual value of the contract drawn in favour of Secretary, UPSC within seven days from the date of the award of the contract failing which Earnest Money Deposit shall be liable to be forfeited and the contract may also be cancelled. Earnest Money Deposit of the successful bidder will be refunded immediately after receipt of Performance Security Deposit from the successful bidder. The EMD submitted by the Successful Bidder will be adjustable against the Performance Security Deposit in case he opts for payment of the Security Deposit in the form of Bank Draft/Pay Order.

9. Period of the Contract

9.1 The contract shall be valid for a period of one year from the date of award of the contract subject to satisfactory performance of the Contractor.

9.2 In case services provided by the firm are found satisfactory the Competent Authority may at his discretion extend the contract for a further period upto one year on the same terms and conditions and rates.

10. Damages/Penalties Clauses

(A) Penalty for unsatisfactory service

10.1 In case the services are found deficient on any one particular day in a month, a penalty of 1%(one percent) of the monthly contract amount for unsatisfactory service.

10.2 In case Services are found deficient for 2 to 4 days in a month, a penalty of 2% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 4 day and upto 7 days a penalty of 3% of the monthly contract amount will be levied for each deficient day . If deficiency found more than 7 day and upto 10 days, a penalty of 5% of the monthly contract amount will be levied for each deficient day.

10.3 If unsatisfactory performance continues for more than a period of 10 days , the UPSC reserves the right to terminate the contract without any further notice. In such an event the Security Deposit of the Contractor shall be liable to be forfeited.

(B) Penalty for shortage of manpower

10.4 The contractor should ensure to maintain adequate number of manpower as mentioned in NIT. In case of shortage of manpower, the deduction will be made on pro-rata basis from the total contract amount.

10.5 Apart from pro-rata deduction as mentioned above, a penalty @ Rs. 500/- per worker per day will be deducted for the shortage upto 03 occasion/days in a month. If the manpower shortage is more than 03 occasion/days in a month and upto 07 occasion/days a penalty @ Rs. 1000/- per worker per day will deducted. If shortage of manpower is more than 07 occasion/days in a month a penalty @ Rs. 2000 per worker per day will be deducted.

Example: if the Contractor is for providing of 50 manpower at the monthly rate of Rs. 5,00,000/- and their shortage of total 10 manpower on 03 occasion in a month containing 30 days. Then penalty will be as under:
Pro rata deduction for the shortage of total 10 manpower
 $\frac{500000 \times 10}{30 \times 50} = \text{Rs. } 3333.30/-$ (pro rata deduction)

Penalty = 10 x 2000 = Rs. 20,000/-
Thus the deduction will be Rs. 3333.30 + Rs. 20,000 = Rs. 23333.30/-

- 10.6 The penalty for unsatisfactory services and penalty of shortage of manpower will be dealt separately and if the Contractor is providing less manpower and there is unsatisfactory service also, then both the penalty clause may be invoked against the Contractor.
- 10.7 The Contractor shall be fully responsible for any damage caused to the property of the Commissions office by his men during sweeping and cleaning work and this office will deduct suitable amount from the bills payable to him or recover the same from the security deposit.
- 10.8 If it is observed any time during the period of contract that the contractor has demanded bribe from the candidates for enjoining them or any complaint received in this regard, the contract shall be terminated immediately at the cost and risk of the contractor and no earnest money/bank guarantee shall be refunded.

11. **Risk Purchase Clause**

If the contractor after submission of tender and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of this tender documents, or fails to supply the material or at any time repudiates the contract, the UPSC will have the right to forfeit the EMD or invoke the Performance Security if deposited by the contractor and procure the items from other agencies at the risk and consequence of the contractor. The cost difference between the alternative arrangement and contractor's tender value will be recovered from the contractor along with other incidental chargers including taxes etc. **In case, UPSC is forced to procure the material/services through alternative sources and if procurement price is lower, no benefit on this account would be passed on to the contractor.**

12. **Force Majeure**

- (a) UPSC or the bidder, as the case may be, in case of any failure or omission to complete the contractual liability or having delayed the performance of its work on account of natural calamities such as fires, floods, earthquakes, hurricanes etc. And reasons beyond one's control such as civil strikes, lockouts, strikes, riots, civil war etc. Shall not be held responsible for such omission, failure or delay and shall be relieved of their respective obligations to perform provided either party give to the other party a notice within 21 days of the occurrence of such incidence.
- (b) Either party, as and when it gives notice of *force majeure* shall provide confirmation of such events in the form of certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligations to perform hereunder for so long as the event of *force majeure* continues and to the extent their performance is affected by such an event of *force majeure* provided notices as above are given and the event of *force majeure* is established as provided herein above. However, UPSC reserves the right to terminate the contract if the performance against the contract is prevented by the event of strike, lockout etc. for a period exceeding 60 days.

13. **Arbitration**

Any dispute or difference whatsoever arising between UPSC & the firm out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award in pursuance thereof shall be binding on UPSC & the firm. The venue of Arbitration shall be at Delhi.

14. **Jurisdiction**

Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto the contract shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby expressly agree to submit to the jurisdiction of such court

15. **Liquidated Damages/Penalties**

Vendor has to execute the work strictly as per scope of work in accordance with the terms and conditions of the tender failing which UPSC without prejudice to any other right or remedy available may recover any such amount suffered as loss from the vendor as ascertained/assessed by this office as liquidated damages and not by way of penalty to be imposed separately at the rate of 1% per day of delay in supply subject to a maximum of 10% of the total contract value. If any loss or delay has been caused due to any reasons beyond the control of any of the parties (Force Majeure), the Secretary, UPSC shall have the sole discretion to waive off such loss or penalty as he deems fit. The Vendor shall explain in writing the reasons, which caused such delay or loss within 10 days from the date of delay or incurrance of such loss. For any delay beyond ten weeks, the UPSC shall be at liberty to get the work done from any other Agency and also forfeit the Performance Security of the vendor and take other actions as deemed fit by the Secretary, UPSC.

Yours faithfully,

(Anil Kumar)
UNDER SECRETARY(M&M)

ANNEXURE - I

FORM FOR FURNISHING MORE DETAILS
(TO BE FURNISHED WITH TECHNICAL BID)

1. Name of the bidder firm (in block letters) : _____

2. Registration No. and year of establishment Of the Firm/Company/ Agency : _____
3. Address of the Registered Office of the Bidder : _____

4. Name and Designation of the Bidder : _____
5. Tele. Nos. : Office :- _____
Res. :- _____
Mobile :- _____
6. ESI Code : _____
7. EPF Code No. : _____
8. PAN No. : _____
- 9 (i) Number of persons proposed to be employed for sweeping and cleaning work. : _____
- (ii) No. of Supervisors : _____
10. Details of EMD deposited : Amount :- _____
DD/Pay Order No:- _____
Dated :- _____
Drawn on :- _____
11. Details of other particulars, if any. : _____

I/We the undersigned being the bidder as mentioned above, hereby apply to the Government for providing Housekeeping Services in the office of UPSC as described above in accordance with the terms and conditions of the tender. I/We have read and understood the terms and conditions of the tender and hereby unequivocally accept the same. The terms and conditions of the tender and the Notice Inviting Tender are also signed and being submitted with the tender form. Our bid is strictly in accordance with the scope of work specified on the tender documents.

(Signature of the Bidder and Seal/stamp of the
the firm/Company)

Place :-

Date :-

NOTE :

- Any correction in the application form should be fully signed by the bidder.
- All pages of the tender application form should be fully signed by the bidder.
- Strikeout items whichever is not applicable.

FORMAT FOR FURNISHING FINANCIAL BID FOR THE ANNUAL CONTRACT FOR SWEEPING AND CLEANING OF UPSC PREMISES.

1. Name and Address of the firm :
2. Lump-sum monthly rate for sweeping and cleaning of areas under **each Unit** as defined under **clause 3** of the terms and conditions of the NIT (Rate should be inclusive of cost of labour as well as cost of equipment/material etc.): Please see IMPORTANT NOTE at the bottom of this page:

TABLE-I (Consolidated Prices)

Sr. No.	AREAS COVERED UNDER	MONTHLY RATE FOR EACH UNIT (In Rupees)
1.	UNIT I	Rs. _____
2.	UNIT II	Rs. _____
3.	UNIT III	Rs. _____
4.	UNIT IV	Rs. _____
5.	UNIT V	Rs. _____
6.	UNIT VI	Rs. _____
7.	UNIT VII	Rs. _____
8.	TOTAL MONTHLY RATE FOR ALL THE UNITS	Rs. _____ In words: (Rupees _____)

NOTE: - The breakup details of monthly rate quoted by the firm at sr. no. 8 of table-I above should be indicated in the following Prescribed format:

TABLE-II (Price-Breakup)

S.No.	Category	No. of Manpower	Cost of labour	Total rate. (Rs)	EPF		ESI		Total Amount (In Rs.)	
			*Monthly Rate Per Manpower		Rate %	Amount (In Rs.)	Rate %	Amount (In Rs.)		
A	B	C	D	E=C x D	F	G	H	I	J= E+G+I	
1.	Un Skilled	57								
2.	Semi Skilled	05								
Sub Total of Sl. No. 1 & 2 in Rs.										
3.	Service ** Tax (if exempted produce certificate)	Rate % ()	Amount of Service Tax in Rs.							
4.	Monthly Material Charges							Rs.		
5.	Monthly Service Charges***							Rs.		
6.	Any other charges							Rs.		
7.	Grand Total 1+2+3+4+5 +6								Rs.	

* The rate quoted should not be less than the minimum wages rate in force at the time of the bid submission.

** Only Service Tax is to be quoted in S.No.3 of Table –II. Service Charges/ Administrative charges, if any are to be mentioned separately in the S.No. 5 of Table-II.

*** Service Tax will not be considered for the purpose of L-1 evaluation and comparison of bids

IMPORTANT NOTE:

- i) The firm not giving rate in prescribed format will be outrightly rejected.
- ii) It is mandatory to fill details in both table I & II. Conditional bids will be summarily rejected.
- iii) The above rate will be valid for a period of tender/contract from the date of offer of the tender and shall also be valid for the extended period (if any), as per the terms and conditions of the tender. The rate quoted above is inclusive of cost of the cleaning material, cost of labour, equipments and all applicable charges, taxes and in accordance with all the statutory liability/provision/rules/regulations.
- iv) The bidders may ensure that the Amount/ Figure quoted in S.No.(8) of Table-I above tallies with the Grand Total Amount/ Figure mentioned in the S.No. (7) of Table-II above.

**SIGNATURE OF THE BIDDER
WITH SEAL OF THE FIRM**

ANNEXURE - III

Indicative List Of Brands Of Cleaning Material

<u>Sl.No.</u>	<u>Particulars</u>	
1	Acid (40 Ltr.)	
2	Acid (5 Ltr.)	
3	Bleaching Powder (25 Kg.)	
4	Brasso (500 ml.)	
5	Bucket Plastic 16 ltrs.	
6	Citronila	
7	C-Fold	
8	Chhalla	
9	Chock Pump (Unique)	
10	Cleaning Powder	
11	Cleanzo (5 ltr.)	
12	Colin (500 ml.)	
13	Dettol 100 ml. Antiseptic	
14	Dettol Liquid Soap	
15	Dettol Soap(75 gm.)	
16	Drum Plastic (100 ltr.)	
17	Dustbin (40 ltr.) with lid	
18	Dust Control Mop (Big 60 cm.)	
19	Dustbin Paddle Big	
20	Dustbin General (10 ltrs.)	
21	Duster Floor (24x24)	
22	Duster Floor (30x30)	
23	Duster White (30x30)	
24	Duster White Small (16x16)	
25	Duster White Spl.(20x20)	
26	Duster Yellow (27x27)	
27	Dustpan	
28	Easy Bang Cleaner /Equivalent	
29	Face Tissue	
30	Finit	
31	Finit Pump	
32	Garbage Bag 100 kg.	
33	Germinol	
34	Hand Brush Round	
35	Hard Broom (500 gm)	
36	Harpic (500 ml.)	
37	Harpic Tab (Flush Cleaner)	
38	Hit	
39	Hockey Brush	
40	Jala Brush	
41	Jumbo Roll	
42	Junna Plastic (Scrubber)	
43	Lathi	

44	Lifebuoy Liquid Soap	
45	Lime Powder (Chuna)	
46	Liquid Soap (20 ltr.) (Homocol)	
47	Liquid Soap (5 ltr.) (Homocol)	
48	Lizol (500 ml)	
49	Morteine	
50	Mug (1.5 ltrs.)	
51	Medimix (Soap)	
52	Napthalene Balls (Bengal)	
53	Odonil (100 gm)	
54	Odonil (75 gm.)	
55	Old cloth	
56	Phenyl Black Bengal (5 ltrs.)	
57	Phenyl Cented (5 ltrs.)	
58	Phenyl Trishul Floor Cleaner (5 ltrs.) Snow	
59	Phenyl White Tiger (5 ltr. Can)	
60	Plateform Brush	
61	PVC Pipe	
62	Road Broom	
63	Room Freshener Lemon (350 ml)	
64	Room Freshener Odonil (315 gm.)	
65	Room Freshener (Johnson & Johnson)	
66	Soda Ash (50 Kg.) (1 bag)	
67	Soft Broom (500 gm.)	
68	Steel Wool	
69	Surf (750 gm)	
70	Teepol (10 ltrs.)	
71	Thinner (5 ltr.)	
72	Tilla	
73	Toilet Roll 100 mtrs.	
74	Towel Big (1.75 m)	
75	Urinal Cube 400 gm. (Homocol)	
76	Vim Bar	
77	Vim Popular	
78	Wheel Detergent	
79	Wiper (Mr. Clean) Big	
80	Wiper Supreme	

CHECK LIST PROFORMA

Name of the firm :-

SN	Documents required	Remarks		
1.	Whether the firm is registered with Registrar of Companies (ROC) /Registrar of firm and also registered with Ministry of Labour under contract labour Act 1970 (enclosed a copy of the document)			
2.	Whether the firm has Five year experience of House Keeping job. (Enclosed copies of performance certificates as per Performa given in para 4.1.2)			
3.	Whether the firm has executed atleast two contracts successfully in any Govt./PSU/ Autonomous /Local Body in the last three years each having annual value of not less than Rs. 10 lakhs	Contract year	Name of Govt./ PSU/Autonomou s/Local bodies	Contract value
4.	Whether the firm has annual turnover of about 25 lakhs during each of the past three years (enclosed a certificate of Chartered Accountant alongwith IT return)	Year	Turnover	
5.	Copy of PAN certificate			
6.	Registration Number of the Co.:- ESI code / EPF code:-			
7.	Number of persons/ supervisors proposed to be employed in UPSC premises for sweeping & cleaning purpose	Number of persons :- Number of Supervisors :-		
8.	Has Annexure-I of Tender Document been furnished			
9.	Whether EMD enclosed or not.			
10.	Documents for solvency certificate from Bank as per clause 4.1(f) of NIT			

Note:- Information as indicated above should be strictly in accordance with the bid document any deviation in information from that of bid document would not be entertained.

2. It is firmly stated that information as mentioned above is true to the best of my knowledge and incase at any stage if the information is found to be incorrect then the Commission has the right to disqualify the bid.

(Signature of the Bidder and Seal/stamp of the firm/Company)