

TENDER DOCUMENT

NAME OF THE WORK:

TENDER FORM FOR PROVIDING SANITATION /
HOUSEKEEPING SERVICES AT MDNIY

MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, ASHOKA ROAD, NEW DELHI-110 001

Date of Release of Tender – 02.05.2016

Last Date of Receipt of Tender- 23.05.2016 (11.00 AM)

Technical Bid shall be opened on- 23.05.2016 (11.30 AM)

Financial Bid shall be opened on- 25.05.2016 (02.00 PM)

This Tender Document Contains 32 Nos. pages

Cost of tender form: - Rs.500/-

MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashoka Road, New Delhi – 110 001

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MORARJI DESAI NATIONAL INSTITUTE OF YOGA

(An autonomous organization under Ministry of AYUSH, Govt. of India)

68, Ashok Road, Near Gole Dak Khana, New Delhi – 110 001

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NOTICE INVITING TENDER FOR PROVIDING SANITATION/HOUSEKEEPING SERVICES

Sealed tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide Sanitation/Housekeeping services in Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi-110001 initially for one year on outsourcing basis through e-publishing solution.

Details for applying for tender and terms and conditions may be seen at www.eprocure.gov.in and www.yogamdniy.nic.in

Name of Work	Providing Sanitation / Housekeeping Services in MDNIY
EMD	Rs.30,000/- in shape of A/c payee/ DD/PO/or FDR from Commercial Bank in favour of Morarji Desai National Institute of Yoga
Time allowed	12 Months
Date of release of tender	02.05.2016

Director

1. Definitions:

- i) **MDNIY** means Morarji Desai National Institute of Yoga, Delhi
- ii) **Institute** means Morarji Desai National Institute of Yoga, Delhi
- iii) **Bidder/Tenderer/Agency** means the Agency supplying sanitation/housekeeping services, individual, proprietary firm, partnership firm, limited company private or public or corporation (dealing at first point)

2. Who can apply:

- i) A registered company, firm or agency with the competent authority and should have PAN/TAN number/Service Tax registration.
- ii) Memorandum of Understanding shall be provided in case the bidder comprises of Joint Venture / Consortium / Partnership.
- iii) If the bidder is a firm in partnership, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- iv) If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.

TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

The present tender is being invited for providing Sanitation/Housekeeping Services under which the contractor shall provide suitable personnel and will use its best **endeavors** to provide manpower in the Institute as specified in the SCOPE OF WORK.

2. ELIGIBILITY AND SELECTION CRITERIA

(A) Initial Eligibility Criteria

The intending bidder should satisfy the following criteria:-

1. Should have minimum annual average turnover of **Rs.30 lakhs** during the last preceding three financial years ending 31st March, 2016.
2. Should have executed three similar works costing not less than Rs.12.00 lakhs or two similar works costing not less than Rs.15.00 lakhs or one similar work costing not less than Rs.24.00 lakhs in Central Govt./State Govt. Department/Institute/PSU/MNC/Bank/Hospital/Hotels etc. during the last five years ending 31st March, 2016 (**Annexure – VI**). Performance certificate of private establishment should be supported by TDS issued by client / Form 26A. Similar work means work of Sanitation services / Housekeeping services.
3. Should have minimum Solvency issued by nationalized bank of Rs.10 lakhs in the name of Institute (**Annexure – VIII**). Solvency should be addressed to Director, MDNIY in sealed cover.
4. Should have minimum average strength of 40 on rolls of the agency in last three consecutive years. Copy of EPF/ESIC return or any other statutory document certifying the above strength to be attached of last three consecutive years.
5. Should have valid registration with Trade & Tax Department of Govt. of NCT of Delhi on Works Contract, Service Tax Department, EPF & ESI Registration number. (Copies of registration to be attached).
6. Should not have incurred loss in more than 02 years in last 05 financial years ending 31/3/2016. This undertaking to this effect is to be provided.
7. Should not have been blacklisted by any Govt., Semi –Govt., Deptt. Or any other organization as on date. (**Annexure – V**)
8. Should submit E.M.D. of Rs.30,000/- (Rs. Thirty Thousand only) in favour of Morarji Desai National Institute of Yoga. Documents as listed in Check list (Annexure III) are to be enclosed.
9. **THE BIDS WHICH DO NOT MEET THE ABOVE ELIGIBILITY CRITERIA SHALL BE SUMMARILY REJECTED.**

10. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

(B) TENDER DOCUMENTS:-

The prescribed tender document shall be issued by the Cashier on cash payment of Rs.500/- from 10.00 A.M. to 3.00 P.M. from 02.05.2016 to 22.05.2016 (on all working Days). Alternatively, the tender document can be downloaded from the websites www.eprocure.gov.in and <http://www.yogamdniy.nic.in/>. In this case, the Contractor/agency shall submit the separate A/c Payee Demand Draft/Pay Order amounting to Rs.500/- (Rs. Five Hundred only) in favour of “**Morarji Desai National Institute of Yoga**” along with Technical Bid. The financial bid shall not be opened if the requisite cost of Tender Document is not paid by the Contractor

(C) Contents of Tender Documents.

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

- (a) Notice of Invitation of Tender.
- (b) Definitions
- (c) Terms and Conditions.
- (d) Forms of Financial Bid (Annexure I)
- (e) Tender form for providing manpower (Annexure-II)
- (f) Check list (Annexure III)
- (g) Enclosure list (Annexure IV)
- (h) Declaration regarding Backlist/Debarring for taking part in Tender (Annexure V)
- (i) Details of Similar Works completed (Annexure VI)
- (j) Performance Report of each work referred in Annexure (Annexure VII)
- (k) Solvency Certificate from Bankers of the Company (Annexure VIII)
- (l) Undertaking (Annexure-IX)
- (m) Forms of Agreement (Annexure X)

3. Financial Bid Evaluation:-

- (a) Financial bid of only those bidders who fulfill the criteria of Technical Bid Evaluation as mentioned at 2(A) shall be opened.
- (b) The Institute will open the ‘Financial Bids’ of technically qualified bidders, at notified time, date and place in the presence of the qualified bidders or their authorized representative(s).

4(A) SCOPE OF WORK

1. Complete & comprehensive housekeeping service/job contract which involves daily sweeping, cleaning, dusting of furniture and all other items, wet washing/mopping and allied housekeeping jobs in MDNIY.
2. The manpower (male + female) to be deployed at MDNIY will be **seven** sanitary workers including sewer man and **one Supervisor** (with deviation to upper side or lower side) on all

days including **Saturday and Sunday as per point No.6.**

3. The Agency shall be fully responsible for the sanitation/ housekeeping services in the MDNIY.
4. Daily sweeping, cleaning, collecting & disposal of dried leaves of trees/plants in the open/closed corridor, approach road, vehicle parking area, and backside open yard/grounds.
5. Sweeping, mopping, dusting, cleaning and all other allied works have to be completed before 9 a.m. on all working days, Saturday & Sunday. In case the work is not completed before 9 a.m. on any day shall attract penalties as deemed fit by the Institute. Some activities such as garbage removal, **insecticide/ pesticide application etc.** shall be completed in the evening after office hours (i.e. 6:00 pm onwards), on day to day basis. No spillover of the above work for the next day shall be permitted under any circumstances.
6. However, regular cleaning of toilets (including fixtures such as WC's urinals, washbasins tiles etc.) Lobby, Corridors and other areas shall be done continuously during office hours (**at the regular interval as per requirement, usage and instruction given by the department from 9.00 am to 6.00 pm i.e, during office hours and beyond**)
7. Agency shall arrange to spray air fresheners in officer's rooms, conference halls, auditorium, on daily basis and whenever required. The spray will be provided by the Institute.
8. The above also includes computers, machines, other office equipment's, internal vertical surface (marble, glass panels and printed surface etc.) ceiling & fixtures, electric fans etc., whose cleaning is **very much** within the scope of housekeeping.
9. The periodicity with which the job is to be carried out at the site is broadly divided into three categories namely 4(B) Daily, 4(C) Weekly and 4(D) Fortnightly
10. **The agency may visit the Institute on any working day between 11 a.m. to 4 p.m. under intimation to Administration, Admn. Block, MDNIY for the assessment of work.**

4(B) DETAILS OF JOBS TO BE CARRIED OUT ON DAILY BASIS:-

1. Daily General cleaning (sweeping, mopping, dusting and any other connected work) of the office rooms, open office halls, conference rooms (Halls), Auditorium, Library, reception, corridors, stairs, Air Handling Unit area, space for water coolers & toilets, parking areas, service area, all roads inside the Institute etc. and all unspecified areas/ location within the Institute .
2. Daily Removal of garbage from dustbins in trolley and disposal of the same at government/local body designated sites.
3. Daily Removal of waste papers, packing material, plant leaves (waste) and any other garbage from the entire premises including the staircases, lift areas, open area etc.
4. Daily Cleaning of workstations, table top, chairs, almirahs, frames, panels, railings, glasses and cabin partitions with approved cleaning material, provided by the Institute..
5. Daily cleaning of the entire terrace, stairs of all buildings/blocks of the Institute.
6. Daily Stain removal treatment of entire premises including stairs, area of office cabins, conference halls, Auditorium, reception, toilets etc. and stain removing of the furniture and equipments.
7. Daily Air freshener spray in conference room (if required), Auditorium, Air Handling Unit, officer's

rooms once in a day and also on requirement basis as directed by the department.

8. Daily Cleaning and dusting of Lab equipment, machines, computers, keyboards, terminals, printers, Photostat machines, filing cabinets, telephones, fax, electric fans and any other equipment and machine lying on the site.
9. Daily **Restocking of toiletries** in toilets after intensive daily checking in the morning and afternoon cleaning and scrubbing of toilets, WC's urinals wash basin, floor area of toilets and cleaning and wet dusting / wiping of mirrors, frames etc. in toilet with material, re-filling liquid soap dispensers (on daily basis in toilets and requirement basis in officers toilets), re-filling of toilet rolls / tissue papers etc.
10. Cleaning and dusting of planters, paintings, posters, notice board etc.
11. Removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required.
12. The bio degradable and non-biodegradable waste shall be segregated and disposed of by the contracting agency on day to day basis and required numbers of dustbins will have to be provided by the Agency. The agency should follow the government guidelines/act in this regard. **All consumables/machines/stores will be provided by the Institute.**

4(C) DETAILS OF JOBS TO BE CARRIED OUT ON WEEKLY BASIS:-

1. Machine and hand scrubbing thorough cleaning /washing of the entire floor area. **All consumables/machines/stores will be provided by the Institute.**
2. Dusting of walls, roofs etc. from top downward and removal of cobweb, bee hives.
3. Polishing of Brass/ copper fixtures.
4. Cleaning of window panes and partition doors.
5. Cleaning of drinking water Cooler area, dustbins, buckets etc. with detergents.
6. Weekly cleaning and dusting of ventilators blinds and brushing of upholstered chairs and sofas.
7. Removal of Poster, Banners and hooding inside and outside Institute covered in the tender.

4(D) DETAILS OF JOBS TO BE CARRIED OUT ON FORTNIGHTLY BASIS:-

1. Vacuum cleaning of carpets, upholstery of sofas and other upholstered chairs and A.C. grills.
2. Cleaning of Name Plates and painting with Glass top.
3. Cleaning of floors by shifting and moving furniture such as sofa, almirahs, tables etc.
4. General cleaning/dusting of panels, poster, paintings. etc.
5. Polishing of covered floor area, cleaning of sanitary/water supply fixtures, wall tiles etc.
6. Removal of cobwebs in back / hidden areas in places like electrical substations, U.P.S. room, telephone exchange etc.

7. Removal of weeds from edges of paths/ roads, paved-laid area, corners, crevices in terraces, etc.

5. Payment of Wages

1. The Institute will pay the Basic Salary of the manpower deployed in conformity with the latest minimum wages notified by the Labour Department, Govt. of NCT of Delhi.
2. Service Tax will be reimbursed by the Institute on production of challan towards deposit of the service tax to the concern office / in the bank in respect to the services provided to the Institute.
3. ESIC @ 4.75% will be reimbursed by the Institute on production of challan towards deposit of the ESI contribution and subscription to the concerned office / in the bank in respect to the services provided to the Institute.
4. EPF, if applicable, will be reimbursed by the Institute on production of monthly ECR challan towards deposit of Provident Fund to the concern office/ in the bank in respect to the services provided to the Institute.
5. As per Minimum Wages Act, bonus is not applicable to the educational institutions. Therefore, the Institute will not pay any bonus.
6. These wages are minimum wages for different categories of sanitation personnel. Any payment made by the Agency over and above these minimum wages owing to market factors etc. deemed to have been included in the service charges quoted by the Agency in the Financial Bid. Nothing extra shall be paid on this account.
7. The payment to the Sanitation Personnel's shall be under Electronic Fund Transfer or by cheque by the Contractor. The bills seeking payments (except for the first bill) should support with original copy of bank scroll through which the payments of the previous months have been released to the Sanitation Personnel along with a certificate that wages not below the Minimum Wages in force as prescribed by Govt. has been paid to the Sanitation Personnel.
8. It may be noted that the Institute reserves the right to use higher or lesser man power. Payment for which shall be made on pro-rata basis on the basis of actual deployment.
9. Rates of the sanitary personnel shall be revised as and when new rates and applicable allowances are revised by Govt. This shall be applicable from date revised wages become applicable as per **Govt./MDNIY notification**.
10. Contractor shall promptly pay contribution towards EPF (if applicable), ESIC, Service Tax as applicable under relevant laws. Delay in submission and penalty/interest thereof levied by respective departments shall be on contractor account and shall not be reimbursed by the Institute. In case of delay or instance of levy of penalty/interest by respective department on two consecutive occasions, Institute shall be at its liberty to take action under relevant clause of agreement for cancellation of the contract.
11. **The requirement of manpower can be increased or decreased at any later stage depending upon the actual requirement of MDNIY.**
12. The contractor shall provide a non- judicial stamp paper of Rs.100/- for preparing a Contract Agreement.
13. The contractor shall comply with the legal requirement for obtaining License under Contract Labour (R&A) Act, 1970.
14. The agency staff shall be available all the time as per their duty roster and they shall not leave their

place of duty without prior permission of the supervisory Head of the Branch/Officer concerned of his place of duty.

15. The agency shall be responsible to provide immediate replacement to take place of any manpower, who is not available for duty at the place of posting and such other additional staff as may be required for additional duty for which prior intimation will be given, failing which the suitable replacement shall be arranged by the Institute itself which the Contractor will have to take on its strength.

5(A) Duration of Contract:-

The contract shall be valid initially for one year and the Institute reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond two more years from the date of completion of initial period one year with satisfactory performance.

6. WORKING HOURS FOR ALL DAYS

1. 6.00 a.m. to 2.30 p.m. ---- 05 Nos. Sanitary Personnel (six days a week) with half hr. break.
 2. 10.00 a.m. to 6.30 p.m. ---- 02 Nos. Sanitary Personnel (six days a week) with half hr. break.
- Sanitary Supervisors shall be required for 6 days a week with flexible timing as per rule, usually Saturday Institute need 05 sanitary personnel's and on Sunday 02 Sanitary personnel's.

The timings may subject to change as per the needs of the Institute.

All the above manpower may be deputed as per work requirement from time to time.

7. LABOUR AND MANPOWER

Sanitary/Housekeeping workers (UNSKILLED) - **07** and Supervisor (SEMI-SKILLED) - **01**

In case, the agency fails to maintain the aforesaid strength of the labour and supervisor, the Institute shall levy penalties as deemed fit.

8. PERFORMANCE EVALUATION:

Institute reserves the right to satisfy itself about the quality of the Housekeeping services provided by the tenderer. In the Event the agency does not achieve the level of satisfactory performance, the tenderer /agency is liable to be penalized by the deduction. The decision of the Department/Institute will be final in this regard.

9. Contractor Obligations:

1. The contractor shall be responsible to undertake the activities as per the periodicity indicated against each activity and the requisite manpower shall able to use the modern machine like: Vacuum cleaner, wet & dry mopping machine, scrubber etc which shall be provided by the Institute.
2. Effective cleaning, sweeping & mopping of all the office rooms, laboratory has to be done daily with phenyl, detergent & disinfectant to be provided by the Institute. The first cleaning should be completed by 09.00 am daily.
3. The contractor shall be responsible to maintain the aesthetic looks in the Institute premises and surrounding areas by maintaining pleasant odor and cleanliness, keeping the buildings & the surrounding area neat, clean & tidy every day, keeping them in hygienic & sanitary conditions of high standard as per contract. Staircases, corridors, lobby, toilets, bathrooms, washbasin, kitchen, dustbins are to be cleaned twice daily with phenyl, detergent & disinfectant. The first cleaning should be completed by 09.00 am daily.
4. Dusting of all the buildings, rooms, furniture & fixtures, equipment's, partition walls, doors, windows, notice boards, flower vases & pieces of decoration and other materials available in the

- Institute buildings and removal of cob-webs are to be done daily. The first cleaning should be completed by 09.00 am daily.
5. Toilets & urinals including floors to be cleaned regularly and continuously at every 3 hours throughout the day with phenyl and other disinfectants. Suitable number of female cleaners should be deployed for taking care of cleaning works of ladies toilets and ladies rooms.
 6. Only male workers should be deployed to clean the Gent's toilets in the premises and only female workers to clean ladies toilets. The toilets should be cleaned every day with utmost care.
 7. Naphthalene balls, toilet rolls, liquid soap, air-fresheners etc. are to be re-filled daily.
 8. To attend, clean and remove chocking of drains including CI pipes, sanitary fixtures, manholes and underground sewer lines, whenever required for smooth functioning and as required or as directed.
 9. Daily removing of wastage / garbage etc. are to be dumped at the place earmarked by the local body for the purpose.
 10. Cleaning of carpets, curtains, Venetian / vertical blinds, phones and electrical fittings on walls in rooms, passage and corridors in the building, and terraces in all buildings are to be cleaned weekly.
 11. The contractor shall be responsible to extract work, manage work, maintenance of accounts of cleaning items, and for interaction with "Authorized Person" (person designated by MDNIY) for the upkeep of the complex. He should maintain account of materials taken outside the premises and brought back. These materials can be taken outside only with the approval of "Authorized Person".
 12. The contractor shall deploy the worker after Police Verification on regular basis. The contractor shall deploy workers of decent character, sound health and general abilities to carry out such work.
 13. The worker(s) deployed shall wear uniform and keep Identity Card provided by the contractor.
 14. Contractor shall provide the 2(two) sets of uniform each for summer and winter to his worker(s) as prescribed by the Institute for both male and female worker(s) while on duty from out of his service charges.
 15. The worker(s) deployed should be able to read instructions written in Hindi / English. Contractor need to submit the Police verification & Medical fitness certificate of each and every worker to the Institute
 16. The contractor shall pay his worker(s) wages not less than the minimum wages fixed by the Labour Department of Govt. of NCT of Delhi and all other statutory dues like EPF (if applicable) & ESI throughout the tenure of contract.
 17. The contractor would be required to ensure that the payment of the worker(s) in the strict observance of Minimum Wages Act will be made on or before 7th day of every month and there should be no linkage between worker(s) payment and settlement of the contractor bill from the Institute.
 18. The Institute shall provide at its own cost all tools, items, appliances (like: Vacuum cleaner, wet & dry mopping machine, scrubber etc.) required for proper execution of works.
 19. The Contractor shall abide by all laws and rules and regulations framed there under or any other statutory obligations which are in force from time to time in respect of worker(s) deployed. The contractor shall indemnify the Institute from any claims in this regard.
 20. The contractor will submit the pre-receipted duly stamped bill in prescribed format for reimbursement of services covered under the contract in triplicate of preceding month, monthly pre-

- received, printed & dully signed. Each Monthly bill must accompany the:
- a) Satisfactory work completion certificate issued by concerned Office,
 - b) Certificate to the effect that no Labour Law or any other Law governing the worker(s) deployed has been violated and any dispute or claim arising out of this shall be concerned and responsibility of Contractor.
21. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the performance security deposit is liable to be forfeited by the Principal Employer.
22. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's manpower shall be removed from the system immediately.
- a. In case any of contractor's manpower (s) deployed under the contract is (are) absent, a penalty equal to double the remuneration of number of manpower absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bill.
 - b. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 8 (a) above shall be levied..
23. In case the Contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any term and condition of the contract, Institute reserves the right to impose the penalty as detailed below:-
- a) 2% of cost of order/agreement per week, up to 4 weeks delays.
 - b) After 4 weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting contractor will be black listed as per clause stated in (1) above and difference if any, will be recovered from the contractor.
 - c) The performance security deposited by the contractor shall be forfeited.
24. The Contractor shall maintain complaint Book which will be made available to the supervisory staff of the Institute.
25. The Contractor/Agency shall have a proper office/Branch office in Delhi and NCR.
26. That the contractor for providing manpower shall ensure the following :-
- a. That a daily report of its staff on duty and about their performance is furnished.
 - b. That its staff does not smoke at the place of work.
 - c. That any specific duty assigned to it by the Principal Employer or any officer authorized by him is carried out by him diligently and well in time.
 - d. That the salary/wages shall be distributed in full as settled between the contractor and the Principal Employer in the presence of a representative of the Institute and a certificate may also be furnished to this effect to the Principal Employer.
27. The Agency shall submit the copies of separate challans along with the list of labours/workers engaged by the contractor in the Institute, viz., ESI and PF and service tax exclusively in respect of the labours/workers deployed in MDNIY and shall produce such challans in original for verification at the time of payment to it of release. The contractor shall abide by and comply with all the relevant laws and statutory requirement covered under Labour Act, Minimum wages and (Contract Labour Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for providing manpower. The Contractor shall also be directed to submit the copy of monthly challan for amount of EPF deposited by him in r/o Labours/Workers engaged in MDNIY separately along with monthly Return i.e. Form 5, Form 10 , Form 12A individual wise details and salary

sheet.

As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for providing manpower is required to be submitted to the Institute within 30 days of start of contract. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to recover the equal amount from any money due or accrue to the contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor. The contractor shall arrange to get the ESI cards made in new digital format in respect of manpower of the Institute within one month of start of contract. The Contractor shall immediately submit the copies of all returns duly attested by concerned office with regard to EPF/ESI Act & Service Tax. The Contractor shall make available his books of accounts/documents for verification in respect to deductions on accounts of EPF/ESI & Service Tax etc. for Institute's manpower.

28. The Contractor or his authorized representative shall collect the attendance duly verified by the concerned HODs/Section in-charge at MDNIY. Thereafter, the attendance sheets in original along with the attendance summary sheet, attendance chart and bill shall be submitted by the Contractor latest by the 5th of every month to the Administrative Officer for verification and processing the bill.
29. Payments to all the manpower shall have to be made by ECS /Cheque by 7th of each month by the contractor. Thereafter, Department shall reimburse the amount to the contractor accordingly. Notwithstanding any situation in which MDNIY due to administrative reasons does not release payment by the stipulated date, the contractor should make payment as per said schedule failing which a penalty of Rs. 500/- per day will be imposed by the Institute. No part payment to the manpower shall be accepted by the institute.
30. Identity Cards will be issued by the contractor to all the manpower indicating name of manpower and name of the firm only, without any financial cost to the Institute. These Identity Cards shall be prominently displayed on the dress by them.
31. The contractor shall deploy his personnel only after obtaining the approval of the Institute duly submitting curriculum vitae (CV) of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such changes along with their CVs.
32. **LAST PAYMENT: THE LAST PAYMENT OF THE COMPANY WILL BE CLEARED ONLY AFTER ASCERTAINING CLEARANCE OF ALL LIABILITIES PENDING WITH THE COMPANY.**

10. EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY DEPOSIT

1. Tenderer will submit the tender form for sanitation / Housekeeping services in the Institute along with Earnest Money Deposit amounting to Rs.30,000/- to be paid in the form of A/c Payee/Bank Draft/PO/FDR of any Commercial bank in favour of Morarji Desai National Institute of Yoga, Delhi. In no case, cheque and/or cash will be accepted. The tender will not be accepted if it is not accompanied by Earnest money deposit as earlier explained.
2. The Earnest money Deposit shall be adjusted towards Performance Security Deposit of the Successful Bidder. The Department shall not pay interest on Earnest money or performance security deposit.
3. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for **an amount five per cent of the total value of the contract) in the form of an Account Payee DD/PO OR a Fixed Deposit Receipt from a commercial bank** in favour of Morarji

Desai National Institute of Yoga. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

4. Total performance security of Rs.60,000/- deposit will be 5% of the total estimated value of the contract per annum of the qualifying Tender. This will be in the form of A/c Payee/PO/FDR from a Commercial Bank of total value. Performance security will have to be submitted within 15 (fifteen) days from award of work. Non submission of Performance Security Deposit within the said 15 days will entail forfeiture of the EMD and recalling of the tender without any notice to the accepted agency. In such case, the said agency should not be allowed to participate in the re-tendering process.

11. SUBMISSION & OPENING OF TENDERS

1. **Before submitting the tender, the tenderer must ensure that they strictly fulfill all the eligibility conditions to avoid rejection of tender.**
2. **Self-attested copies of all the required documents as specified in Annexure III of tender document and original A/C Payee DD/P.O/FDR for EMD (Bid security) with validity of not less than 45 days beyond the validity period of tender & Tender Document cost (as applicable) as well as attested copies of all other documents shall be deposited in the box placed in Admn. Block, MDNIY, First Floor, 68, Ashoka Road, New Delhi-110001 for the same on 23.05.2016 up to 11.00 A.M. hours. The Technical bids will be opened on 23.05.2016 at 11.30 A.M. in the Admn. Block by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present. The Financial bid shall be submitted in separate sealed envelope clearly super scribing on the envelope, "Financial bids for providing Sanitation/Housekeeping Services in MDNIY". The financial bids of only those Contractors/Agencies who qualify in Technical bids shall be opened on 25.05.2016 at 02.00 P.M. in the Admin. Block by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present.**

The EMD, Technical bids and Financial bids should be kept in three separate sealed envelopes clearly marked on the envelope. These two bids and EMD should be kept in single common sealed envelope stating Name of the firm & "Bids for providing Sanitation/Housekeeping Services in MDNIY."

The rate as decided by the Institute amendable from time to time & other statutory provisions like ESI etc. are depicted in the Schedule of Rates and only Service Charges (Contractor's profit & OH charges) are to be filled up by the Contractor (only in percentage) (in terms of % of total monthly remuneration bill excluding mandatory charges.

3. The E.M.D. of unsuccessful tenders will be returned after finalization of the contract. No interest shall be paid on the E.M.D. In case of successful tender, amount paid as E.M.D. will be adjusted towards performance security deposit and this amount will not carry any interest.
4. Solvency Certificate by banker of the bidder in sealed cover addressed to tendering authority should be enclosed in sealed technical bid envelope.
5. The MDNIY will have full authority to reject any / all offers without assigning any reasons. Any enquiry after submission of the tender will not be entertained.
6. The Agency submitting the tender would be presumed to have considered and accepted all the terms & conditions of this tender. No enquiry, verbal or written shall be entrained in respect of acceptance / rejection of tender.
7. Tenderer are advised to carry out survey of the Institute campus (MDNIY), before quoting so as to fully acquaint themselves of the conditions on ground.

8. Envelope system (i) Sealed Technical Bid along with Solvency envelope
(ii) Sealed Financial Bid envelope
(iii) EMD in a separate envelope
(iv) All (i), (ii) and (iii) above sealed in bigger envelope
9. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

Designation of the Authorized Officer : Director

Address of the Department : MDNIY, 68, Ashok Road, New Delhi-1

11(A) Late and Delayed Tenders:-

- Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the NIT. The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.
- Any bid received by the Institute after the deadline for submission of bids, as stipulated above, shall not be considered.

12. FINANCIAL BID :

1. The rate should be quoted by the agency in accordance with terms and conditions, scope of work, all incidental expenses and as per **Clause 5** of this tender document. All service charges, **should be indicated separately**. Nothing extra other than that provided under clause 5 shall be paid under any circumstances. **All consumables/machines/stores will be provided by the Institute.**
2. The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No over writing in the financial bid will be allowed and no blanks should be left, such type of tender is liable to be rejected.
3. The financial bid should have the stamp of the firm of Company and signed by the tenderer on every page.

13. PERIOD OF TENDERED WORK

The tender will be awarded for a period of one year from the day the selected agency starts providing the Sanitation / Housekeeping Service in Institute Campus. However Institute reserves right to cancel/ terminate the contract any time during the Currency of contract. Extension of two years may be considered by the Institute, depending upon Agency's performance.

14. PAYMENT OF BILLS

1. Bills payment will be made by Institute within 15 days from the date of submission of the bills in respect of undisputed bills. The agency while preferring the bill for payment will have to certify that the wages (as per Minimum Wages Act and other Statutory Liabilities) of the employees deployed on site, for the month for which the bill pertains have been disbursed. PAN NO. & TIN NO. should be quoted on the body of the bill.
2. Wherever any over payment comes to the notice of Institute the same shall be deducted by Institute from any sum due or which at any time thereafter may become due to the agency under this tender/ agreement/ contract, and failing that, under any other tender/ contract/agreement with Institute or from the performance security deposit of the tenderer.
3. Institute reserves the right to carry out at payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. Institute further reserves the right to enforce recovery of any overpayment whenever detected.

4. If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the agency or alleged to have been done by the agency under the tender / agreement/ contract, it shall be recovered by the Institute from the agency by any or all the methods prescribed above or through a Court of law as the situation warrants.
5. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute as and when pointed out and found justified.
6. Institute reserves the right to make payment of only such persons who actually worked during the period of bill.

15. OTHER CONDITION OF THE TENDER

1. The tenderer should deposit Earnest Money Deposit (EMD) for Rs.30,000/- only in the form of an account payee demand draft/PO/FDR in favour of MDNIY, valid for at least 30 days from the opening date of tender failing which the quotation will be rejected.
2. The tenderer must submit duly filled tender form specified in **Annexure II** of this document.
3. Certificate of registration, MOU in case of partnership firm, article of association etc shall be attached.
4. The tender form shall be accompanied by the documents mentioned in check list. (**Annexure – III**)
5. In case any person signs the tender/ agreement on behalf of a limited company or firm, letter of authority/ resolution passed by the Company/ firm empowering him/ her to sign the documents on behalf of company or firm shall be enclosed in the tender document.
6. The tender form should be clearly filled in ink legibly or typed and no column should be blank. No interpolation is permissible.
7. Change in the name of the tenderer during the tender process shall not be allowed under any circumstances.
8. Every paper of the tender should be signed by the Tenderer with seal of Agency/Firm/Company.
9. No change in constitution/share holding of the successful tender will be allowed under any circumstances without the prior approval of the Institute in writing.
10. The Institute will deduct Income Tax, VAT and any other taxes and levies at source as applicable from time to time.
11. The agency submitting the tender 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 tender.
12. The contracting Agency shall indemnify the Institute against all other damages/changes and expenses for which the Institute is held liable or pays on account of the negligence of the Agency or his servants or any person under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
13. In case of any person signing the tender/contract/agreement on behalf of limited Company or firm, letter of authority/resolution passed by the company/firm empowering him to sign the tender/agreement/contract on behalf of the company or firm shall be enclosed with the tender.

14. If any damage/theft is caused to the assets/ property /office equipment by Sanitation/Housekeeping personnel and/or supervisor of the agency or otherwise then the contracting agency shall bear the cost of repair or replacement or damages as the case may be.
15. Any person who is in Government service or an employee of the MDNIY should not be made a partner to the tender by the agency directly or indirectly in any manner whatsoever.
16. The contracting agency shall not transfer the tender to any other person in any manner. The agency shall not be permitted to sub-contract the work to any other person/firm/agency.
17. Any other appropriate provisions as advised by the Institute shall be incorporated in the agreement to be executed by the contracting agency and the same shall be binding on both the parties to the ensuring contract/agreement.
18. That the successful tenderer shall, take immediate steps to get a license under contract labour (R&A) Act, 1970 and Delhi Works Contract Act of Government of NCT of Delhi.(Wherever Applicable)
19. That the agency shall have to provide any additional personnel for allocating any additional Sanitation/Housekeeping duty as directed by the Institute or any authorized officer of the Institute in addition to those duties/personnel covered in this tender. The work order should be issued for deployment of extra manpower as per contract rate.
20. The contracting agency shall not employ any person who has not completed Eighteen years of age and/or above 50 years of age.
21. A complete list of the Housekeeping staff, engaged by the agency for deployment in the site, shall be furnished by the contracting agency to the department along-with the complete address and other antecedents of the staff. The agency shall deploy only those staff whose antecedents have been verified through Police authorities by the agency. The agency should give a certificate to that effect to the Department.
22. Each housekeeping services staff engaged by the contracting agency 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 shall be provided and maintained by the contracting agency at its own cost.
23. Institute shall be at liberty to direct and to require the contracting agency to remove from the work, any person employed by the agency, who in the opinion of Institute misconduct himself or is incompetent or negligent in the proper performance of his/her duties or infirm and invalid/or indulges in unlawful activities or the like and such person shall not be again employed on the work without written permission of the Institute.
24. Water supply for carrying out the work as per this tender shall be given in the toilets only. The contractor shall be required to make his own arrangement to carry the water wherever required by means of base pipes, buckets as per requirement, which shall be provided by the Institute.
25. The Institutes terms and conditions contained in these tender documents will be a part and parcel of the agreement to be executed by the contracting agency with the Institute.
28. Once the competent authority accepts the tender, the contracting agency shall be responsible to provide the Sanitation/Housekeeping services within 15 days from the date of issue of letter of acceptance.

29. The agency shall provide a non-judicial stamp paper of Rs.100/- for preparing a contract/agreement. The successful tenderer shall enter into a contract/agreement with the Institute as per the terms and condition of the tender within one month from the issue of letter of acceptance or whenever called upon to do so by the Institute whichever is earlier.
30. Canvassing in connection with the tender is strictly prohibited which may disqualify the tender. tender must be unconditional.
31. Tender not conforming to the requirement as per the terms and conditions will be rejected and no correspondence shall be entertained in this regard whatsoever.
32. All the intending tenders are advised to keep a photocopy of the tender documents with them for their future reference. All the intending tenderers are further advised to visit the Institute Campus with prior appointment of **MDNIY** to understand the nature and volume of work before participating in the tender and then quote the rate\amount per month for the work, because no subsequent request of additional payment\claim on any account will be entertained by the Institute under any circumstances.
33. For any clarification regarding the scope of work and/or terms and conditions of tender, the intending tenderer can seek clarification from **MDNIY** on any working day in person.
34. Attendance report of all the staff deployed at Institute Campus shall be given to **Administration**, every day. No Sanitation / Housekeeping manpower other than those on duty shall be allowed to stay in the premises during the specified working hours. The agency shall be responsible for the watch and ward of the fitting and fixtures in the common areas in the building.
35. All requirements under various statutory laws including relevant Labour Act must be complied with by the agency. Any default will be the liability of the agency and the agency shall be liable to reimburse any amount paid by the Institute by the way of default, interest and penalty. The agency shall undertake to furnish all the details as and when relevant records of all payment made by the agency and will produce to the satisfaction of the Institute immediately whenever asked for.
36. The agency shall be responsible for the good conduct/behavior and integrity of its personnel and will also be responsible for any act of omission on their part.
37. The agency will be responsible for collecting garbage from core and common areas of the Institute campus and disposal outside at sites designated by Government/Local Body for this purpose. The material so collected will be screened/checked by the Security Personnel.
38. Weekly performance of the service provider will be observed by the **Administration officials** entrusted with supervision of particular units.
39. Bill shall be submitted at the end of each month (in duplicate) along with certificates for satisfactory performance from the user sections/officers in support of having performed the job of cleaning and sweeping in this office premises. This certificate will be counter signed **by the Institute Caretaker**.
41. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (contract Labour Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and the Labour department.
42. The contractor shall abide by and comply with all the relevant laws and statutory requirement covered

under various laws such as Labour Act ,Minimum Wages Act, contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the department.

43. The Designated manpower on a given day can also be deployed for other services like shifting equipments/furniture etc. apart from sanitation & Housekeeping Services.

16. NOTICE OF THE INSTITUTE

Subject to as otherwise provided in this tender, all notices to be given on behalf of the Institute and all other actions to be taken on its behalf may be given and taking by the MDNIY, or any authorized official by the Institute.

17. NO LIABILITY OF THE INSTITUTE

1. The Institute shall not provide any residential accommodation to the Sanitation/ Housekeeping personnel employed by the agency.
2. The Institute will be under no obligation to provide employment to any of the employees of the Housekeeping agency during or after expiry of tender/ agreement/ contract period and Institute recognizes no Employer- employee relationship between Institute and the Sanitation /Housekeeping employees deployed by the contraction agency.
3. The Institute shall not be responsible financially or otherwise for any injury to the Housekeeping personnel in the course of performing the Sanitation/ Housekeeping functions as per this tender. This liability shall be of the tenderer.

18. TERMINATION OF TENDER

1. If the agency at any time make default in executing housekeeping job with due diligence and care and continues to do so, and / or the Sanitation/ Housekeeping agency commits default in complying with any of the terms and conditions of tender and does not remedy it or take effective steps to remedy or fails to complete the work as per terms and conditions and does not complete them within the period specified in the notice given to him in writing, the Institute may without prejudice to any other right to remedy. which shall have accrue thereafter to the contracting agency, shall cancel the contract/ agreement after one month notice and security deposit will also liable to be forfeited by the Institute. Institute, on such cancellation, shall have powers to carry out /execute the work through other agencies by any mean at the risk and cost of the contracting agency.
2. The Institute reserves the right to terminate the contract, without assigning any reason, by giving to the tenderer one month notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end.
3. If any information furnished by tenderer is found to be incorrect or false at any time, the tender/contract/agreement is liable to be terminated, and all deposits will also liable to be forfeited by the Institute.
4. In case the agency wants to terminate the tender/contract/agreement, it shall have to give three months notice in advance to this effect to the Institute .however decision of Institute in this regards shall be final & binding on the agency.

18A. DISPUTE RESOLUTION:-

1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director, MDNIY.
2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
3. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only

19. JURISDICTION OF COURT

The Courts of Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

20. CANCELLATION OF CONTRACT

Institute also reserves the right to cancel the contract/tender process without assigning any reason. However, some of the ground on which contract can be cancelled are detailed below.

(This list is only illustrative and not exhaustive).

- Serious discrepancy in the provision of the required services by the contractor.
- Breach by the tenders of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the financial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.
- In addition to the cancellation purchase order/award, Institute reserves the right to forfeit the performance guarantee.
- Any attempt to influence the decision of the Institute officials through direct/indirect methods/means.

Witness

Name _

Address

Pr. Employer

(DIRECTOR)

Witness
Name

Address

M/s

Name & Address

Annexure-I**Financial Bid of Tender for providing Sanitation/Housekeeping Services in MDNIY**

Sr. No.	Category	Minimum Rate of wages (Monthly basis)	Persons required	Amount of one month	Amount of one year
1.	Sanitary Workers (Unskilled)	Rs.	07	Rs.	Rs.
2.	Sanitary Supervisors (Semi-Skilled)	Rs.	01	Rs.	Rs.
				Total	Rs.
	Mandatory charges on account of ESI -4.75%. (for remuneration up to Rs.15,000/-)-				Rs.
	Mandatory charges on account of EPF -13.61%. (for remuneration restricted to Rs.6,500/-)-				Rs.
5.	Total				Rs.
	O.H. Profit/Uniform/Stationery etc. charges etc.				Rs.
	G. Total				Rs.

Supervision charges (Contractor's profit & O H charges) IN PERCENTAGE ONLY-(in figures) -----
 -----(in words) in terms of percentage of total monthly remuneration bill excluding mandatory charges.

Remuneration for manpower deployed will be governed by the rules & regulations and subject to amendment as per Minimum Wages Act notified by Labour Department, Govt. of NCT of Delhi from time to time. The rates will be quoted in percentage basis only in respect of supervisory charges (Contractor's profit & O H charges) desired to be quoted by the agency. The payment of remuneration to the manpower will be made by the contractor in the presence of the representative of the Institute. Certificate to this effect will also be issued by the representative of the Institute that the amount has properly been distributed to the manpower in accordance with the bill/acquaintance roll. The agency has to submit the certificate as under: "It is certified that the manpower deployed at MDNIY, New Delhi have been disbursed monthly remuneration after complying & fulfilling all the statutory obligation/ provisions". This will be supplemented along with the next month's raised bill for remuneration by the contractor.

Witness
Name _____

PR. Employer

Address_____

(DIRECTOR)
Delhi/New Delhi.

Witness
Name _____
(Contractor)
M/s _____
Address_____

Name & Address

MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashok Road, New Delhi – 110 001

TENDER FORM FOR PROVIDING SANITATION/HOUSEKEEPING SERVICES

1. Cost of tender : Rs. _____
2. Due date for tender
3. Opening time and date of tender
- 4.. Names, address of firm/Agency _____
and Telephone numbers. _____

- 5.. Registration No. of the Firm/
Agency. _____
6. Name, Designation, Address _____
and Telephone No. of _____
Authorized person of Firm/ _ _____
Agency to deal with. _____
7. Please specify as to whether _____
Tenderer is sole proprietor/ _____
Partnership firm. Name and _____
Address and Telephone No. _____
of Directors/partners should _____
specified.
8. Copy of PAN card issued by _____
Income Tax Department and _____
copy of previous three Financial _____
Year's Income Tax Return.

Affix duly
Attested P.P.
Size recent
photograph of
the prospective
bidder.

9. Copy of TAN card issued by _____

Income Tax Department

10. Provident Fund Account No. _____

11. ESI Number _____

12. Licence number under _____

Contract Labour (R&A) Act,

if any.

13. Service Tax Regd. No. _____

14. Details of Bid Security deposited:

(a) Amount : Rs. _____

(Rupees in words also)

(b) FDR No. or DD/PO No. _____

in favour of _____

(c) Date of issue:

(d) Name of issuing authority:

15. Any other information:

16. Declaration by the bidder:

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

(Signature of the bidder)

Name and Address

(with

seal)

ANNEXURE -III

CHECK LIST :-

1. Duly completed tender form (**Annexure-II**)
2. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also.
3. Earnest money deposit (A/c payee/Demand Draft/PO of Rs) in favour of Morarji Desai National Institute of Yoga, New Delhi-110001
4. Notice Inviting Tender.
5. Terms and Conditions of Tender duly signed on each page.
6. A/c payee/Demand Draft/PO for Rs.) in favour of Morarji Desai National Institute of Yoga, New Delhi-110001, as cost of the tender document, if the same was downloaded from website.
7. In case Tender Document is purchased by cash, enclose the cash receipt.
8. Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate).
9. Services Tax Clearance Certificate.
10. Self-attested copies of valid Licence and Number under Contract Labour Act and under any other Acts/Rules
11. DVAT Registration.
12. PAN & TAN Card of firm/Company (attach attested copy of PAN & TAN card)
13. Provident fund Account no. of firms/Company (attach attested copy of certificate).
14. ESI No. of Firm /Company (attach attested copy of Certificate)
15. The details of the turnover for the year 2012-13, 2013-14, 2014-15 and 2015-16 should be shown and verified by submitting the copy of Income Tax Returns of respective financial year.
16. The details of the turnover on the letter head of the tenderer.
17. Details of similar work executed by the tenderer in its letterhead (**Annexure-VI**)
18. Copies of similar Work orders issued by tenderer's client as per point 17 above.
19. Performance Certificate (attested copies) issued by the clients to the tenderer, (which should have minimum rating of satisfactory. (**Annexure – VII**))
20. Financial Bid in the letterhead of the Firm/Company (**Annexure-I**) in a sealed separate envelope.
21. ISO Certification no. of the firm / company.
22. Solvency Certificate issued by tenderer's banker (**Annexure-VIII**)
23. Declaration regarding Blacklisting/Debarring for taking part in Tender (**Annexure-V**)
24. Documents in support of manpower strength
25. An undertaking that firm has not incurred loss in more than 02 years in last 05 financial years ending 31.03.2015.
26. Page no. should be mentioned on each page

ANNEXURE –IV

Enclosure List

(Fill the page nos. where the documents mentioned are placed)

1. Duly completed tender form at Page No. _____
2. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also
3. Earnest Money deposit (A/c Payee/Demand Draft/Pay order of Rs./- in favour of MDNIY at page No. _____
4. Notice inviting Tender at page No. _____
5. Terms and conditions of the tender from Page _____ to _____
6. A/c Payee/Demand Draft/PO for Rs. - in favour of Morarji Desai National Institute of Yoga, New Delhi-110001 as cost of the tender document, if the same was downloaded from the website, in case Tender document is purchased by cash, enclose the cash receipt at page No. _____
7. Valid Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate) at Page No. _____ .
8. Service Tax Clearance Certificate at page No. _____
9. Self-attested copies of valid Licence and Number under Contract Labour Act and under any other Acts/Rules from Page No. _____ to _____ .
10. DVAT Registration at page No. _____
11. PAN & TAN card of firm/company attested copy placed at page No. _____
12. Provident Fund Account No. of firm/company attested copy placed at page _____
13. ESI No. of firm/company attested copy placed at page _____
14. ISO Certification attested copy placed at page _____ to _____
15. Details of turnover of the firm, company to be submitted on the letterhead of the tenderer. Also attach the income tax return to prove the turnover claimed for the preceding three financial years from page _____ to page _____.
16. Details of work executed by the tenderer on its letterhead placed at page _____.
17. Copies of work order issued by the tenderer's clients attested copy placed at page _____.
18. Details of experience in House Keeping services (to be submitted on the letterhead of the tenderer) placed at page _____.
19. Attested copies of performance certificate issued by the clients of the tenderer placed from page _____ to page _____.
20. Financial Bid as prescribed in the Check List at Sl. No. 20 on the letterhead of the tendered is placed at _____.
21. Man power strength Certificate at Page _____.
22. An undertaking that firm has not incurred loss in more than 02 years in last 05 financial years ending 31.03.2015.
23. Declaration regarding Blacklisting/Debaring for taking part in tender at Page No.
24. Page no. should be mentioned on each page

(Signature of the tenderer with Name & Seal)

Place: _____

Date: _____

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s._____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s._____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the Institute, and EMD / SD shall be forfeited.

In addition to the above, the Institute will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name_____

Address_____

Annexure-VI

(This should be mentioned on the letter head of the agency)

DETAILS OF SIMILAR WORKS COMPLETED

Sr. No.	Description of Work	Postal Address of Client with Contact Numbers	Contract Value (in Rs.)	Completed Value (in Rs.)	Starting Date	Completion Date	Remarks
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

NOTE: Performance Report issued by Client for all above job(s) shall be furnished along with the Bid as per Annexure - VII.

(Stamp & Signature of Bidder)

Annexure-VII

PERFORMANCE REPORT OF EACH WORK REFERRED IN ANNEXURE - VI

1. Name of work/ Project & Location :
2. Name of Client and Address with
Contact details :
3. Agreement No./ Work Order No. :
4. Value of work as per
work order/Award : Rs.
5. Total value of actual work done : Rs.
7. Date of start :
8. Date of completion :
9. Performance Report (Pls. tick one) : _____
Outstanding/Very Good/Good/Satisfactory

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent) with Phone No./ Mob. No. & E-mail address

Dated :

(Stamp & Signature of Bidder)

Note :

1. This Annexure should be submitted separately for each work completed by the Bidder and the works indicated in **Annexure-VI**.
2. This ANNEXURE shall be signed & stamped by the Bidder's Client not below the rank of Manager/Asst. Registrar/Admn. Officer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, E-mail, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

Annexure-VIII

Solvency Certificate from Bankers of the company in the following form:

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE

- (1) Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority,
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

Annexure - IX

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

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the remuneration to the personnel deployed as per Minimum Wages Act/this agreement as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency, as well as any other point considered by our Agency. Our agency shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

Annexure - X

MORARJI DESAI NATIONAL INSTITUTE OF YOGA

68, Ashok Road, New Delhi – 110 001

FORM OF AGREEMENT

THIS AGREEMENT is made on the____ day _____ (Month)_____(Year) Between the Director, Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi – 110 001 (Name and address of the Department) hereinafter called “the Institute”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide manpower to the Morarji Desai National Institute of Yoga(Name of the Department) for providing a neat and clean environment to the Institute.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the providing of manpower w.e.f _____ as per the provisions of this Agreement and the tender documents.
4. The Institute hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____ (_____Rupees in words). **The Statutory deductions (if applicable) and Service Charges shall be paid as per Financial Bid. Service Tax (as applicable) shall be paid from time to time.**
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

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

For and on behalf of the Contractor

For and on behalf of the GC of MDNIY

Signature of the authorized official

Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
_____Name
on behalf of the Contractor in
the presence of:

By the said
_____Name
on behalf of the Employer in
the presence of:

Witness_____

Witness_____

Name_____

Name_____

Address_____

Address_____

Telephone No:_____

Telephone No:_____