## File No.: NRPC/SER/303/2018 DATE: 30.11.2018

e-Tender

for

"Procurement of Upkeep, Cleaning & Maintenance and Secretarial Services"

in

## NRPC OFFICE COMPLEX

New Delhi

## Last Date of Receipt of Bids 03.01.2019 up to 11:00 Hrs Date of Tender Opening 03.01.2019 11:30 Hrs

Northern Regional Power Committee 18-A, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi-110016 NRPC Web Site: www.nrpc.gov.in



## Government of India/भारत सरकार Ministry of Power/ विद्युत मंत्रालय NORTHERN REGIONAL POWER COMMITTEE उत्तर क्षेत्रीय विद्युत समिति

18-A, S. Jeet Singh Marg, Katwaria Sarai, New Delhi-110016 18-ए, श.जीत सिंह मार्ग, कटवारिया सराय, नई दिल्ली- 110016

## **NOTICE INVITING TENDER (NIT)**

Online Bids are invited from eligible bidders for Procurement of Upkeep, Cleaning & Maintenance and Secretarial Services in NRPC office complex located at 18-A, S. Jeet Singh Marg, Katwaria Sarai, New Delhi-110016.

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म	<u>हत्वपूर्ण सूचना</u>
IMPORT	ANT INFORMATION
Tender Publishing, Document download start Date & Time निविदा दस्तावेज के प्रकाशन एवं डाउनलोडिंग के प्रारम्भ की तिथि एवं समय	30/11/2018, 12:00 Hrs
Bid Documents to be downloaded from निविदा दस्तावेज डाउनलोडिंग हेतु वेबसाइट	http://eprocure.gov.in/eprocure/app
Bid Submission start Date & Time निविदा जमा करने के प्रारम्भ की तिथि एवं समय	30/11/2018, 15:00 Hrs
Bid Submission Closing Date & Time निविदा जमा करने हेतु अंतिम तिथि एवं समय	03 /01/2019, 11:00 Hrs
Technical Bid Opening Date and Time तकनीकी निविदा दस्तावेज को खोलने की तिथि एवं समय	03/01/2019, 11:30 Hrs
Contact Details सम्पर्क करने का विवरण	Superintending Engineer (Services) Northern regional Power Committee 18-A, S. Jeet Singh Marg, Katwaria Sarai, New Delhi-110016 Phone: 011-26868681 Fax: 011-26865206 e- mail: <u>seo-nrpc@nic.in</u> Website: <u>www.nrpc.gov.in</u>
	<b>अधीक्षण अभियंता (सेवाएँ)</b> उत्तर क्षेत्रीय विद्युत समिति 18-ए, श.जीत सिंह मार्ग, कटवारिया सराय, नई दिल्ली- 110016 फोन:011-26868681 फेक्स: 011-26865206 ई-मेल: <u>seo-nrpc@nic.in</u> वेबसाईट: <u>www.nrpc.gov.in</u>

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## 1. PART-I: BID SCOPE & REQUIREMENTS

#### 1.1. SCOPE OF WORK

1.1.1. The Firm shall provide manpower as given below to ensure Cleaning, Upkeep, horticulture maintenance of NRPC building complex, colony parks & roads etc and Secretarial services for NRPC office. The number of Manpower required in various categories is as follows:

Sl. No.	Category	Number	Qualifications				
A	Clerical & Non- technical supervisor						
1.	Computer Typist-cum- office assistant (Graduate and above)	04	Graduate, Well acquainted with working on Computer MS Office package, Minimum Typing speed of 30 wpm and having experience of a least 03 years.				
2.	Supervisor (Matriculate but not graduate)	01	12 <sup>th</sup> Pass, Experience of at least 03 years				
3.	Fax-cum- Telephone Operator (Matriculate but not graduate)	01	12 <sup>th</sup> Pass, Experience of at least 03 years				
В	Skilled						
1.	Electrician	01	Experienced/ITI Holder				
2.	Plumber	01	Experienced/ITI Holder				
3.	Cook	01	Experienced				
С	Semi-skilled						
1.	Mali 01 Experienced		Experienced				
D	Unskilled						

1.	Office Boys 04		Experienced/ Literate			
2.	Safaiwala	08	Experienced			

- 1.1.2. The Purchaser reserves the right to alter the number of the workers as per the requirement.
- 1.1.3. Cleaning & upkeep of NRPC office Complex (Ground floor, First floor and Second floor) and the NRPC staff colony located at 18-A, S. Jeet Singh Marg, Katwaria Sarai, New Delhi-110016.
- 1.1.4. In order to achieve a clean, hygienic and presentable look to the entire area, the following activities shall be performed:-
  - Cleaning & mopping work; dusting of work stations, almirahs, glass panes of all windows/doors, etc. (**Daily**); Daily disinfecting of floors, walls and ceilings; removal of waste papers and any other garbage from the entire area covered under the contract to the garbage disposal area.
  - Cleaning the glass window panes weekly.
  - Cleaning of all types of baskets, cobwebs and disposing off all the collected refuse at designated site on daily basis.
  - Spray of room fresheners and air fresheners at regular intervals.
  - Acid-cleaning and scrubbing of toilets, wash basins, sanitary fittings, glasses and toilet floors at regular intervals.
  - Putting plastic bags in all dustbins to avoid stains & stinks and clear them on daily basis.
- 1.1.5. Miscellaneous work like shifting of goods, office furniture, locking and un-locking the office rooms and halls in the morning and evening and any other official work which would be entrusted to carry out from time to time.
- 1.1.6. The Bidder shall be responsible for providing sufficient tools & equipment so as to carry out the maintenance and repair of all electrical and plumbing fittings and equipment.
- 1.1.7. The Bidder shall be responsible for cleaning and dusting of electrical switchboards, EPBAX Control room, Telephone equipments, fans, fire-fighting equipment, plant-boxes, name plates, doormats etc.
- 1.1.8. The Bidder shall be responsible for maintenance and repairing of all sanitary fittings up to the mark of original fittings.

## 1.2. PRE-QUALIFICATION REQUIREMENTS

1.2.1. The Bidder shall have a minimum average annual turnover of Rs.

**60 Lakhs (Rupees Sixty Lakhs only)** during the last three financial years. Audited Annual Accounts and Balance Sheet shall be submitted with the Technical Bid.

1.2.2. The Firm should have experience of carrying out similar jobs in reputed Govt./PSUs organization for at least three years and carried out at least 6 contracts of similar type during last 3 years with minimum one contract per year.

In support of the above, certificate, indicating value and duration, for successful completion shall be submitted along with the Technical Bid.

- 1.2.3. The Bidder shall be registered under the Contract Labour (Regulation and Abolition) Act, 1970. The Bidder shall have valid labour license under the Act. The copy of the registration certificate and labour license shall be submitted along with the Technical Bid.
- 1.2.4. The employees to be deployed by the Bidder shall be covered under ESI and EPF. Copies of ESI and EPF Registration certificates issued to the company shall be submitted. The proof of ESI and EPF subscription for the last two years shall also be submitted along with the Technical Bid.
- 1.2.5. The Bidder shall have PAN and GST registration number. Copies of each shall be submitted along with the Technical Bid.
- 1.2.6. The Bidder shall have a copy each of Income Tax returns filed for the last three Financial years. These copies shall be submitted along with the Technical Bid.
- 1.2.7. The Firm must have its office/branch office in NCT of Delhi to monitor and attend/sort out problems if any during the contract period. The office should have, e-mail, fax & telephone facilities. Mobile numbers of the relevant personnel of the Firm and the staff to be deployed shall also be indicated.
- 1.2.8. The Firm should have at least 60 (Sixty) personnel on its roll. The Firm shall have to give the name/designation/qualifications, date since working with the Firm and other details of such employees.

## 2. <u>PART-II: BID PREPARATION & SUBMISSION</u>

#### 2.1. BIDDING PROCESS

2.1.1. The Bidder shall submit the bids electronically, through the eprocurement portal (<u>http://eprocure.gov.in/eprocure/app</u>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.

- 2.1.2. This tender shall follow a Two bid system (simultaneous receipt of separate technical and financial bids) .
- 2.1.3. In the first stage, only Technical Bid will be opened online and evaluated.
- 2.1.4. The Bid shall be considered responsive provided it meets all the requirements under this Bid document.
- 2.1.5. Under the second stage, the Price Bid of only those Bidders, whose Bids are found responsive, will be opened. Date of opening of Price Bid would be notified separately.

## 2.2. INSTRUCTIONS FOR ONLINE BIDDING PROCESS

- 2.2.1. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates.
- 2.2.2. The instructions given are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 2.2.3. More information useful for submitting online bids on the CPP Portal may be obtained at: <u>http://eprocure.gov.in/eprocure/app</u>.

#### 2.2.4. **REGISTRATION**

- Bidders are required to enroll on the e-Procurement module of the CPP Portal (URL: <u>http://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

• Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## 2.2.5. SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## 2.2.6. PREPARATION OF BIDS

- Bidder should take into account any corrigendum published to the tender document before submitting their bids.
- Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder should note the number of Covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. **Any deviations from these may lead to rejection of the bid**.
- Bidder, in advance, should get ready the documents to be submitted as indicated in the tender document in .pdf and schedule in .xls format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available

to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 2.2.7. SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as "**offline**" to pay the BID SECURITY as applicable and enter details of the instrument.
- Bidder should prepare the BID SECURITY as per the instructions specified in the tender document. The original Bid Security shall be submitted **before the date & time of Bid Submission** as specified in the tender document. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is

uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 2.2.8. ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Purchaser for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk 1800 3070 2232.

#### 2.3. BIDDING DOCUMENT

2.3.1. The Bidder is expected to examine all instructions, forms, terms & conditions and prequalification requirements in the bidding documents. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.

#### 2.4. BID VALIDITY PERIOD

2.4.1. The bid shall remain valid for a period of at least <u>90 (ninety) days</u> from the last date of submission of bid.

#### 2.5. <u>TECHNICAL BID</u>

2.5.1. The Technical Bid shall be complete in all respects and contain all information asked for in this document. Technical Bid shall comprise of the following documents:

- Scanned copy of the Bid Security, as per clause 2.6.
- Signed & scanned copy of last three years audited Annual Accounts and Balance Sheet.
- Signed & scanned copy of completion certificate of similar contract (s) executed as per clause 1.2.2 of the Bid Document.
- Signed & scanned copy of completion certificate (s) as per clause 1.2.2 of the Bid Document.
- Signed & scanned copy of registration of ESI and EPF, and also proof of ESI & EPF subscription for the last two years
- Signed & scanned copy of Current Labour License.
- Signed & scanned copy of PAN and GST registration no.
- Signed & scanned copy of Income Tax returns for the last 3 years.
- Signed & Scanned copy of the Power of Attorney from the Bidder in respect of Authorized Signatory for the Bid.
- Signed & scanned copy of Annexure-II Check List for Bidder's Documents.
- Signed & scanned copy of Annexure-III Details of EMD, Turnover and Work Experience.
- Signed & scanned copy of Annexure-IV- Bidder Information.
- Signed & scanned copy of Annexure-V Bid Acceptance Letter.
- 2.5.2. The following documents shall be submitted, *in original*, by the Bidder by the date & time of Bid Opening:
  - Bid Security/ Documentary Proof (Copy) for waiver of the Bid Security.
  - Power of Attorney from the Bidder in respect of Authorized Signatory for the Bid.

## 2.6. BID SECURITY

2.6.1. Each bid shall be accompanied with a Bid Security in the form of Bank Guarantee for Rs. 1,00,000/- (Rupees One Lac Only) from any Nationalized/Scheduled bank valid for at least 45 (Forty Five) Days beyond the validity period of the bid, i.e., Bid validity period plus 45 (Forty Five) Days, in the format given at the Annexure-VI – Format of Bid Security.

- 2.6.2. In case the Bidder claims for waiver of Bid Security, he shall provide documentary proof of being registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department, as per **Rule 170 of GFR 2017**, of Government of India, as amended from time to time. The registration must remain valid till the Bid Validity period.
- 2.6.3. The scanned copy of the Bid Security in form of Bank Guarantee / Documentary Proof for waiver of the Bid Security shall be uploaded at the time of Bid submission.
- 2.6.4. The original Bid Security in form of Bank Guarantee / Documentary Proof for waiver of the Bid Security shall be submitted to the Purchaser **before the date & time of Bid submission**, failing which the bid shall be summarily rejected and the Technical Bid shall not be opened.
- 2.6.5. The Bid Security not in conformity in all respect with the requirements as per clause 2.6.1, the bid shall summarily be rejected.
- 2.6.6. No interest shall be payable on the Bid Security.

## 2.6.7. The Bid Security shall be forfeited if the bidder:

- Withdraws its bid during bid validity period.
- Any hiding/ mis-representation of facts.
- Refuses to accept Letter of Award.
- Fails to sign the Contract within the stipulated time.
- Tampering/ Modification of the Price Bid Template in any manner.
- Involvement of the Bidder in any Corrupt, Collusive, Coercive or Fraudulent Practices.
- 2.6.8. The Bid Security of Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract.

## 2.7. <u>PRICE BID</u>

- 2.7.1. The Price Bid shall be complete in all respects and contain all information asked for in this document.
- 2.7.2. The Price Bid format is provided as BoQ\_xxxx.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BoQ\_xxxx.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, Bid will be completely rejected and EMD would be Page 13 of 32

forfeited and Bidder is liable to be banned from doing business with the Purchaser.

- 2.7.3. The prices quoted shall be only in Indian rupees.
- 2.7.4. All rates shall be quoted on monthly basis.
- 2.7.5. The bidder shall quote the monthly rates for each categories of worker. The required tools/instrument kit for electrician and plumber shall be provided by the bidder.
- 2.7.6. The quoted rates should include all taxes and duties payable to State / Central Governments as also to local Municipal bodies. The taxes and duties such as GST which is to be charged separately may be quoted in the BoQ\_XXXX.xls.
- 2.7.7. The price quoted by the Bidder shall be Firm. No price escalation will be allowed except for the increase in the minimum wages as notified by the Delhi Government and other Govt. applicable taxes. The increase will be limited to the increase in the minimum wages only irrespective of the quoted prices.

## 2.8. AMENDMENT OF BIDDING DOCUMENTS BY PURCHASER

- 2.8.1.At any time prior to the deadline of submission of the bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by way of Amendments/Addendum/Corrigendum, if any, shall be notified through CPP Portal.
- 2.8.2. Prospective Bidders advised to visit NRPC website are http://www.nrpc.gov.in CPP Portal and http://eprocure.gov.in/eprocure/app corrigendum/ for any addendum/ amendment.
- 2.8.3. In order to provide prospective Bidders reasonable time to take the amendment into account for preparing their bid, the Purchaser may, at its discretion, extend the date & time of the submission of bids.

#### 2.9. MODIFICATION OF BIDS BY BIDDERS

- 2.9.1.A Bidder may modify its bid on the e-procurement portal (<u>http://eprocure.gov.in/eprocure/app</u>) till the last date & time of the submission of Bid.
- 2.9.2. Modification of the Bid sent through any other means shall not be considered by the Purchaser.

#### 2.10. <u>LATE BIDS</u>

The e-Procurement system will not allow any late submission of bids after due date and time as per server system.

## 3. <u>PART-III: BID OPENING & EVALUATION</u>

## 3.1. OPENING OF BIDS

- 3.1.1. The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> under the head "Bidders Manual Kit". The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those Bidders shall be opened whose Technical Bid are found to be responsive.
- 3.1.2. The purchaser will open the bids in the presence of Bidders' representative who chose to attend at the time, date and venue as mentioned in NIT.
- 3.1.3. No representatives are allowed to attend the Bid Opening without the valid Bid acknowledgement slip received after submission of Bids.
- 3.1.4. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on the next working day.

#### 3.2. PRELIMINARY EXAMINATION OF TECHNICAL BID

- 3.2.1. The Purchaser will examine the bids to determine their completeness in all respect as per the requirements of this Bid Document.
- 3.2.2. The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

## 3.3. EVALUATION OF TECHNICAL BID

- 3.3.1. The Purchaser shall evaluate the Technical Bid based on the documents submitted as per clause 2.5 of this Bid Document.
- 3.3.2. Purchaser reserves the right to reject the bid under any of the following circumstances:
  - Bid is incomplete and/or not accompanied with all required documents as per clause 2.5 of this Bid Document.
  - Bid is without valid Bid Security.
  - Bid is not in conformity with the terms and conditions

stipulated in this Bid Document.

- Bid is conditional.
- Bidder is having Conflict of Interest.

## 3.4. EVALUATION OF PRICE BID

- 3.4.1. The Price Bids of only those Bidders, whose Technical Bid is found responsive, shall be opened and evaluated.
- 3.4.2. The Evaluated Total Price shall be Total Price (of all the items including applicable taxes & duties) worked out after considering discrepancies, if any, as mentioned in the *Annexure-VI Bill of Quantity*.
- 3.4.3. NRPC in its own discretion shall have the right to reject any or all Bids, if the quoted rates are not aligned to the prevailing market/ Government notified rates.

## 4. <u>PART-IV: AWARD OF CONTRACT</u>

## 4.1. <u>L-1 BIDDER</u>

On completion of evaluation process of Price bids, the Bidder whose Evaluated Total Price is found to be the lowest would be the L-1 bidder.

## 4.2. LETTER OF AWARD (LoA)

4.2.1. The L-1 bidder will be considered for issuing Letter of Award (LoA).

4.2.2. The acceptance of the LoA shall be submitted within 7 (Seven) working days from issuance of LoA, failing which the Purchaser reserves the right to cancel the LoA.

## 4.3. <u>PERFORMANCE SECURITY</u>

- 4.3.1. The selected bidder has to deposit Contract Performance Guarantee equivalent to 10% (Ten percent) of Total contract value in favour of "DDO, NRPC" within **Fifteen (15) working days** from issuance of LoA.
- 4.3.2. Performance Security shall remain valid up to 90 days after the expiry of the contract period.
- 4.3.3. If the Firm fails to provide satisfactory performance, the Purchaser shall be at liberty to terminate the contract and withhold the Performance Security or the balance payment of the Firm, apart from being entitled to take any other action that it deems fit.

## 4.4. SIGNING OF CONTRACT

4.4.1. The successful bidder shall be required to sign a contract agreement with Purchaser within **Fifteen Days (15) working days** from issue of the Letter of Award on submission of the Performance Security as mentioned in clause 4.3.

4.4.2. The successful bidder will be required to execute the contract agreement on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only).

## 4.5. <u>SUB-CONTRACTING</u>

The Firm shall not assign, in whole or in part, its obligations to perform under the contract, to other Firm except with the Purchaser's prior written consent.

## 5. PART-V: EXECUTION OF CONTRACT AND PAYMENT

## 5.1. EXECUTION OF CONTRACT

- 5.1.1. The services of Safaiwalas will start from 0800 Hrs. The first round of cleaning work shall be completed by 0930 Hrs and the second round of cleaning work shall be completed by 1400 Hrs. The persons deployed shall attend to work for six days in a week.
- 5.1.2. The services of Electricians & Plumber will be from 0930 hours to 1800 hours (normal working hours), six days a week.
- 5.1.3. The secretarial personnel provided by the bidder shall be responsible for the secretarial work assigned to them including work of data entry, typing (English / Hindi ), diary/ despatch, clerical & accounts works, etc., and any other work assigned from time to time.
- 5.1.4. The secretarial personnel shall be available in office to match with the normal working hours of NRPC and as amended from time to time. The present working hours are from 0930 to 1800 hours. The services of secretarial personnel shall be available for six days in a week and if required, they may be called at any day during holidays with additional remuneration on pro-rata basis.
- 5.1.5. In addition to above normal working hours, the service provider will depute minimum two persons (any category i.e., Safaiwalas/ Farashes, Supervisor, Electricians, Telephone Technician and Plumber) as may be required till 1830 hours daily to meet any emergency requirement.

#### 5.2. LOCATIONS TO BE COVERED

The Offices of the Purchaser located at:

- i. NRPC Building, Katwaria Sarai (Ground floor, First floor & Second floor)
- ii. NRPC Staff colony, Katwaria Sarai.

## 5.3. PERIOD OF THE CONTRACT

The period of the contract shall be **Two (02) years** from the date of start Page **17** of **32**  of the work as per the contract document, and on expiry of the said period, the contract may be renewed/ extended by the mutual consent of both the parties for a maximum period of **One (01) year** on the terms and conditions specified in the document.

## 5.4. TERMS OF PAYMENT

- 5.4.1. No advance payment shall be made.
- 5.4.2. The monthly bills are invariably to be accompanied with:
  - Copy of attendance records maintained at NRPC.
  - Proof of payment of wages/ salary directly to the bank account of each staff in a proper format, mentioning name, Basic pay, ESI, EPF, PF-Account number, other mandatory payments, Total deductions and Net pay.
  - A compliance certificate for discharging all statutory liabilities related to ESI, EPF & Service Tax and under the provision of Labour Laws is also required to be furnished.
- 5.4.3.TDS as applicable shall be deducted from the bills of the agency. Any tax levied by the central/state Govt. shall be payable by NRPC to the Firm.
- 5.4.4. Challan as a proof of deposit of PF & ESI dues in respect of each staff deployed at NRPC (specifically mentioning the names/ PF account etc.) may be submitted as required.

## 5.5. <u>PENALTY</u>

- 5.5.1. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisor of the Firm by the Purchaser and if no action is taken within one day, penalty of **Rs.1,000/- per day per complaint** shall be imposed.
- 5.5.2. In case, five (05) complaints remains un-attended at any time for more than seven (7) days it could be treated as contract failure and for this, Firm's Performance Guarantee is liable to be forfeited, if the Purchaser decides so.

## 6. <u>PART-VI: OTHER TERMS & CONDITIONS</u>

## 6.1. <u>General Conditions of Contract (GCC)</u>

- 6.1.1. Language of the Bid shall be English or Hindi Only.
- 6.1.2. Bidders shall mention the name of the contact person and complete

address of the Bidder on the covering letter.

- 6.1.3. The Purchaser, at its sole discretion, may ask for additional information and / or seek clarifications from a Bidder after the Tender deadline, inter-alia, for the purposes of removal of inconsistencies or infirmities in its bid.
- 6.1.4. The workers engaged in providing requisite services to the Purchaser shall be the employees of the Contractor Firm and will take their remuneration/wages from the Contractor Firm. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from the Purchaser.
- 6.1.5. That bidder shall furnish full particulars of the workers under the contract including details like Name, Father's Name / Guardian's name, Age, Photograph, Permanent & Postal Address, etc., and they will also ensure the verification of antecedents of such workers from Police, and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the Purchaser.
- 6.1.6. The bidder shall be responsible for compliance of all the applicable laws and obligations arising from the action of providing the requisite services to the Purchaser.
- 6.1.7. The attendance of the workers shall be marked in the attendance register maintained at the reception in which the arrival and departure time of the workers shall be entered daily and the same shall be countersigned by the authorized officer assigned by the Purchaser. The Supervisor will supervise the assigned work of the workers of the categories of Safaiwalas daily and submit the daily inspection report to the officer authorized by the Purchaser.
- 6.1.8. Every worker so appointed by the contractor shall attend the office in a uniform displaying his name plate on the front pocket of his shirt.
- 6.1.9. Any liability arising out of under Municipal, State or Central Government laws and regulations will be the sole responsibility of the Firm and the Purchaser shall not be responsible for any such liability whatsoever it may be.
- 6.1.10. The bidder shall comply with all the rules and regulations regarding safety and security of the workers and the Purchaser will in no way be responsible in any manner in case of any mishap to the workers. The Bidder shall indemnify the Purchaser from all its liabilities whatsoever.
- 6.1.11. The workers provided shall be under the direct control and supervision of the Firm. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the Purchaser from time to time.

- 6.1.12. The bidder shall not sub-let the contract in any case. However, any case of change in control of the bidders shall be subject to approval of Purchaser.
- 6.1.13. The Firm shall be responsible for the discipline and conduct of the worker. In case a worker lacks discipline and his quality of work deteriorate during the course of his service, the Firm shall provide replacement.
- 6.1.14. During the subsistence of the contract, the Purchaser shall not undertake any monetary liability other than the amount payable to the Firm as per contract for the services provided by the Firm. Other liabilities, if any, shall solely rest on the part of the Firm.
- 6.1.15. The Purchaser shall be compensated by the Firm for any loss, theft or damage to the property due to negligence of the Firm.
- 6.1.16. The Firm shall be responsible for providing amenities to its workers as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970, The Child Labour (Prohibition & Regulation) Act, 1986, and other prevailing labour laws as applicable. In case of failure, the Purchaser shall not bear any responsibility to provide any mandatory amenities at all.
- 6.1.17. It shall be the sole liability of the Firm to pay the wages, provident fund, ESI, gratuity, leave benefits, bonus, Medical facilities, uniforms etc., as applicable under relevant Acts/ rules to the workers deployed in the offices of the Purchaser. The Firm has to give an undertaking in this regard in the form of an Indemnity Bond, that it is following all the labour laws including the payment of minimum wages etc. If desired, the bidder shall furnish all the relevant record for verification to the Purchaser. In case, it is ascertained that the Firm has not paid the due amount to the personnel engaged for the work the difference of amount not paid to such employees shall be deducted by the Purchaser from the subsequent payments due to the Firm.
- 6.1.18. The Firm-will not ask for any enhancement of approved rates unless there is any statutory increase in wages/DA etc. during the period of contract. It will be the sole liability of the Firm to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities, etc. to its employees as applicable under the relevant Acts/ Rules.
- 6.1.19. If the Firm fails to render any or all the services, for any period during the period of the contract, the Purchaser shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Firm.
- 6.1.20.In case of any dispute, the decision of the Member Secretary, NRPC will be final and binding upon both the parties.
- 6.1.21. Any cutting / overwriting / omissions should be duly signed by the

authorized person of the bidder.

- 6.1.22. Any willful damage caused by any worker of the contracting Firm during the contract period shall be the sole responsibility of the Firm and the loss shall be compensated by the Firm.
- 6.1.23. The locations to be covered shall be as per clause 5.2 of the Bid Document.
- 6.1.24.The period of the contract shall be as per clause 5.3 of the Bid Document.
- 6.1.25. The payment terms shall be as per clause 5.4 of the Bid Document.
- 6.1.26. The penalty shall be charged as per clause 5.5 of the Bid Document.
- 6.1.27.The performance security shall be submitted as per clause 4.3 of the Bid Document.

## 6.2. <u>DEFINITIONS</u>

- 6.2.1. 'Purchaser' means Northern Regional Power Committee (NRPC).
- 6.2.2. 'Firm' means the contractor appointed by the Purchaser for the Contract.
- 6.2.3. 'Corrupt Practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in contract execution.
- 6.2.4. 'Fraudulent Practice' means a misrepresentation or omission of facts in order to influence a bidding process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 6.2.5. 'Collusive Practice' means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels.
- 6.2.6. 'Coercive Practice' means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
- 6.2.7. 'Undesirable Practice' means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process.
- 6.2.8. 'Restrictive Practice' means forming a cartel or arriving at any understanding or arrangement among Bidders, with the objective of restricting or manipulating a full and fair competition in the bidding

process.

6.2.9. 'Conflict of Interest' shall be applicable as per guidelines of CVC.

## 6.3. <u>COST OF BIDDING</u>

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the Purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 6.4. <u>CLARIFICATIONS OF BIDS</u>

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be in writing through e-mail or fax. Response/clarification shall be submitted by authorized signatory bidder only. In case the fails to submit the desired information/clarification sought by the Purchaser within stipulated time, further evaluation of the bid will not be carried out and the Purchaser reserves the right to reject the bid.

## 6.5. <u>CONTACTING THE PURCHASER</u>

- 6.5.1. Any clarification / query related to the Bidding document may be addressed to Superintending Engineer (Services), NRPC in writing through e-mail or fax as per the details given in clause 6.8.4 under SCC.
- 6.5.2. Any effort by bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

## 6.6. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid and/or annul the bidding process and /or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

## 6.7. <u>TERMINATION OF CONTRACT</u>

- 6.7.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by giving two weeks written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation(s) under the Contract.
- 6.7.2. The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

# 6.7.3. In case of the Termination of the Contract, the Performance Security submitted by the Contractor shall be encashed by the Purchaser.

## 6.8. Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC).

Clause GCC		SCC
No.	Clause	See
NO.	Ref. No.	
6.8.1.	Rel. NO.	The Durchaser is: Northern Perional Dower Committee
	C 1 02	The Purchaser is: Northern Regional Power Committee
6.8.2.	6.1.23	Location of the Work: The Offices of the Purchaser located at:
		i. NRPC Building, Katwaria Sarai (Ground floor, First floor & Second floor)
		ii. NRPC Staff colony, Katwaria Sarai.
6.8.3.	6.1.1	The language shall be: English or Hindi
6.8.4.		For notices, the Purchaser's address shall be: Attention: Shri Ravi Prakash Pradhan Designation: Superintending Engineer (Services) Address: Room No. 107, 18-A, Qutub Institutional Area, Katwaria Sarai, New Delhi – 110016 Telephone : 91-11-26851794 FAX : 91-11-26108309 e-mail address: seo-nrpc@nic.in
6.8.5.	6.1.24	The period of the contract shall be two year from the date of start of the work as per the contract document, and on expiry of the said period, the contract may be renewed/ extended by the mutual consent of both the parties for a maximum period of one (01) year on the terms and conditions specified in the document.
6.8.6.	6.1.25	Payment Terms
6.8.7.	6.1.26	Penalty Terms
6.8.8.	6.1.27	<ul> <li>i. A Performance Security shall be submitted @ 10% of Total contract value.</li> <li>ii. Performance Security shall remain valid upto 90 days after the expiry of the contract period.</li> </ul>

## 7. PART-VII: ANNEXURES

#### 7.1. Annexure-I: Check List for Bidder's Document

(To be submitted by applicants along with the bid)

Name of work:

## Procurement of Upkeep, Cleaning & Maintenance and Secretarial Services in NRPC Office, Katwaria Sarai, New Delhi.

Name and address of the Bidder:

Serial No.	Qualifying Criterion	Enclosure check list	
1.	Annual turnover during last	Proof of turn over enclosed	
	three financial years	(Audited Annual accounts):	YES/NO
2.	Similar work experience as per clause 1.2.2.	Copy of Certificates enclosed:	YES/NO
3.	Work Experience as per clause 1.2.3	Copy of Certificates enclosed:	YES/NO
4.	Labour License	Copy of Labour License:	YES/NO
5.	PAN and GST registration No.	Copy of PAN and GST No.	
		enclosed:	YES/NO
6.	EPF Registration No.	Copy of EPF card enclosed:	YES/NO
7.	ESI Registration No.	Copy of ESI card enclosed:	YES/NO
8.	Income Tax return for the last	Copy enclosed:	YES/NO
	Three Financial years		
9.	EMD enclosed	Enclosed:	YES/NO
10.	Bidder Information as per	Enclosed:	YES/NO
	Annexure-III		
11.	Bid Acceptance as per	Enclosed:	YES/NO
	Annexure-IV of the Bid		
	Document		
12.	Whether BoQ uploaded		YES/NO
13.	Detail of any other information	Enclosed:	YES/NO

Place:

Date:

(Signature & Seal of the Bidder)

## 7.2. <u>Annexure-II: Details of EMD, Turnover and Work Experience</u>

Qualifying	Bank Guarantee	Bank Guarantee	Issuing		
Criterion	Details	Amount (In ` )	Branch/Bank		
Details of	No.:	Amount:	Branch:		
EMD	Date:		Bank:		
	Valid upto (date):				

Qualifying Criterion	Financial Year	Turnover (In Lakh`)
Annual Turnover during	2015-16	
last three financial years	2016-17	
	2017-18	

Qualifying Criterion	Work Order/Agreement Number & date	Value (In Lakh`)	Date of Completion
Work Experience			
_			

Place:

Date:

(Signature & Seal of theBidder)

## 7.3. ANNEXURE-III: BIDDER INFORMATION

1. Name of the Bidder	
2.Full Address & Contact Details of the Bidder	
3.Name of the Authorized Signatory for this Bid	
4.Bidder's proposal number and date	
5. Name & address of the person to whom all references shall be made regarding this tender:	
(a) Telephone	
(b) Fax No.	
(c) E-mail	
(d) Mobile	
6. Authorized Signatory	
Signature of the Authorized Signatory	
Name:	
Designation:	
Date:	
Company Seal:	

(Signature & Seal of the Bidder)

#### 7.4. ANNEXURE-IV: BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To, Superintending Engineer (Services) Northern Regional Power Committee 18-A, Qutub Institutional Area, Katwaria Sarai, New Delhi – 110 016.

#### Sub: Acceptance of Terms & Conditions of the Bid

Bid Name & Reference No:

Dear Sir,

1. I/ We have downloaded / obtained the Bid Document(s) for the above mentioned 'Bid' from the web site(s) namely:

\_\_\_\_\_\_as per your advertisement, given in the above mentioned website(s).

- 2. I / We hereby certify that I / we have read the entire terms and conditions of the Bid Documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), etc.), which will be a part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s) / corrigendum(s) in its totality / entirety.
- 5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall, without giving any notice or reason thereof, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature & Seal of the Bidder)

## 7.5. ANNEXURE-V: BILL OF QUANTITY

- The Price bid format given below is provided as BoQ\_xxxx.xls along with this tender document at <u>https://eprocure.gov.in/eprocure/app</u>. Bidders are advised to download this BoQ\_xxxx.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and Bid Security would be forfeited and Bidder shall be banned from doing business with the Purchaser.
- 2. The rates shall be quoted in Indian Rupee only.
- 3. In case of any discrepancy in the amounts indicated in figure and word the amount in word shall be considered for evaluation.
- 4. In case of any discrepancy in calculation of total amount, unit price quoted in words will be considered for computation.
- 5. The quoted rates shall remain Firm throughout the validity period of the bid and no revision is permissible for any reason.
- 6. The Evaluated Total Price for the Bid shall be the total price worked out after considering discrepancies, if any.

S1. No.	Worker Type	No. of Wor ker	Minimum Wages (Monthly)	EPF (including Adm. Charges) (Monthly)	ESI (Mont hly)	Bonus (Mont hly)	Leave Comp ensat ion (Mont hly)	Sub total (4+5+6 +7+8)	GST (in pere cnt age)	Rate (inclusive of all Taxes)	AMOUNT Inclusive of All Taxes (3x11)
1	2	3	4	5	6	7	8	9	10	11	12
1	Clerical &	Non- t	cechnical su	upervisor							
1.1	Computer Typist- cum-office assistant	04									
1.2	Superviso r	01									
1.3	Fax-cum- Telephone Operator	01									
2	Skilled										
2.1	Electricia n	01									
2.2	Plumber	01									

2.3	Cook	01									
3	Semi-skille	ed									
3.1	Mali	01									
4	Unskilled										
4.1	Office Boys	04									
4.2	Safaiwala	08									
5	Contract or Service Charge					<u>.</u>	<u>.</u>				
Total Amount (in Rs.)											

#### 7.6. ANNEXURE-VI: FORMAT OF BID SECURITY

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

То

DDO, NRPC
18-A, Qutub Institutional Area,
Katwaria Sarai,
New Delhi – 110 016.

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

- 2. AND WHEREAS, it has been stipulated by you in the said Bid that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/ Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Bid.
- 4. We ------ <Bank> further undertake not to revoke and make ineffective the guarantee during its currency, except with the previous consent of the Northern Regional Power Committee, New Delhi (hereinafter called as the Purchaser).
- 5. We ----- <Bank> do hereby unconditionally and irrevocably undertake to pay to the Purchaser without any demur or protest, merely on demand from the Purchaser, an amount not exceeding the *Guarantee Amount* by reason of any breach of the terms of the Bid dated \_\_\_\_\_\_ by the Bidder. We hereby agree that the decision of the Purchaser regarding breach of the terms of the Bid shall be final, conclusive and binding on us.
- 6. We do hereby guarantee and undertake to pay forthwith on demand to the Purchaser a sum not exceeding the *Guarantee Amount* and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of the *Guarantee Amount* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

- 7. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents listed hereinabove, and the decision of the Purchaser that the Bidder is in default, as per the Bid Document, shall be final and binding on us, notwithstanding any differences between the Purchaser and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 9. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
- 10. This guarantee is valid until the \_\_\_\_\_ day of < **validity date**> and a claim in writing is required to be presented to us within Forty-five (45) days from <**validity date**> i.e. on or before <**claim period**> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Bidder's Bank)

Date.... Address ..... In presence of WITNESSES (Name & Address)

1.

2.