

**e-TENDER NOTICE**

**Sub: Inviting Quotation for providing services of Housekeeping on Contract basis in the Central Bureau of Narcotics-regarding.**

e-Tender is invited by the Central Bureau of Narcotics (CBN) (hereinafter referred to as the Department) under Ministry of Finance, Department of Revenue under two bid systems i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Firms (hereinafter referred to as Firm) for providing services of Housekeeping .

2. The broad details of work covered under the scope are enumerated as follow:

- a. Cleaning, sweeping and mopping of floors. Cleaning of chairs, tables and other equipment fitted in the rooms clouts.
- b. Deep cleaning of toilets/urinals using detergents/cleaning agents and keeping them refreshed by putting naphthalene balls and air purifiers. This work should be done regularly to keep hygiene atmosphere in the office.
- c. Shifting of furniture and other items/stores from one place to another as required by the administration time to time and regularly.
- d. Dusting and wiping of all name boards, wall panels, painting etc. at regularly. Polishing of brass boards/items with brass polish.
- e. Any other work related to cleaning of office.

The materials, consumables, appliances, tools and tackles required for cleaning shall be provided by the Department.

The cleaning work i.e, dusting, sweeping, mopping etc. should be started at 08.00 a.m. and completed before 9.30 A.M. every day. The services would be required every day including SATURDAYS except on NATIONAL HOLIDAYS (i.e. 26<sup>th</sup> Jan, 15<sup>th</sup> Aug, 2<sup>nd</sup> Oct, and Sundays and any other holidays/public holidays which are mandatory under labour laws.) Besides maintaining cleanliness of toilets/ lavatories, pantry, floors etc. the workman will also attend to any unforeseen jobs as well as exigency work without any extra remuneration.

The bidder should note that at present 17 workers have been employed by the service provider for the housekeeping work.

However as per past experience, at least 17 workers are minimum required for completing the job on daily basis.

**JOBS TO BE CARRIED OUT DAILY**

- i. Deep cleaning of toilets, windows, wash basin & other fittings and water coolers, removing of all dust, unwanted materials, cleaning to be done with disinfectants twice

a day. Removal of blockages and clogging in the wash basins and other sanitary fittings in the toilets and morrors on the walls in the toilets.

ii. Cleaning of corridors, staircase and common area once with disinfectant in the morning and with plain water in the afternoon.

iii. Removing dust from floors, windows, doors, books, journals, nameplates, boards, furniture, fixtures telephone, cupboard, air conditioners, almirah, filling cabinets, glass panes, collecting waste paper, unwanted material and its disposal at indicated locations.

iv. Cleaning of rooms by mopping floor with cloth soaked in water and disinfectant.

v. Collect all the sweepings, garbage and wastes and dispose the same to the nearest pit.

Care should be taken that the gadgets are not tampered with during cleaning operation

#### **JOBS TO BE CARRIED OUT WEEKLY**

i. Thorough washing, rubbing and cleaning of floors corridors using scrubber machine and detergent/soap or any cleaning agent.

ii. Removal of cobwebs in the corridors and lavatories

iii. Removal of dust accumulated on the walls, windows panes and ventilators.

iv. Vaccum cleaning of the rooms, computers and sofa sets at least twice a week.

#### **Details of the area/buildings for housekeeping work are as under :-**

| S. No. | Building   | Total Area (in sq. meters) |
|--------|--|----------------------------|
| 1.     | Main office building B.No.19   | 1428                       |
| 2.     | Office Bldg. Type V/5 & V/7  | 212                        |
| 2.     | Type IV Guest House & Type V/3                                       | 106                        |
| 3.     | Office Bldg. Type IV No. 8,10,11,13, 15,22, 23, 25, 26, 29 (total 9) | 675                        |
| 4.     | ITFC – Type VI/1   | 160                        |
| 5.     | Open space (Front and back side of B.No.19)                          | 2000                       |
|        | <b>TOTAL AREA FOR HOUSE KEEPING</b>                                  | <b>4581</b>                |

3. The Bids will be accepted only online through the website <http://eprocure.gov.in> from 17.04.2019 to 07.05.19. The interested firms may submit the Tenders in two Bid systems-(i) Technical Bid and (ii) Financial Bid in the prescribed proforma (Annexure-I & II). Tenders are to be submitted only On-line through e-procurement portal. All the documents in support of eligibility criteria etc.,are also to be scanned and uploaded along with Tender documents. Tenders sent by any other mode will not be entertained. No Tender documents will be accepted after the expiry/closure of On-line Bid time.

4. The Earnest Money Deposit (EMD) of Rs.25000/- in the form of Account payee Demand Draft/Bankers Cheque drawn in favour of “DDO CBN, Gwalior” is to be sent to Assistant Narcotics Commissioner, between from 09:30 hrs on 17.04.2019 to 07.05.2019 upto 04:00 PM. However scanned copy of the EMD is to be submitted with the on-line technical bid. Bids without EMD or received after stipulated time and date, would be rejected summarily.

5. The Technical Bids will be opened by the Evaluation Committee of Department of CBN on 08.05.19 at 04:00 PM and Financial Bids, of only those bidders who qualify in the Technical Bids, will be opened on 10.05.2019 in the Office of the Narcotics Commissioner, 19, The Mall, Morar, Gwalior.

6. The Successful bidder will have to deposit performance Security deposit of Rs. 2,50,000/- in respect of Gwalior form of Fixed Deposit Receipt (FDR) made in the name of Agency and hypothecated to the “DDO, CBN, Gwalior within 7 (seven) days of receipt of work order. In case the bidder failed to deposit the performance security deposit within the said stipulated period, contract will be awarded to the second lowest bidder.

7. The performance Security Deposit should remain valid for a period of ninety (90) days beyond the stipulated date for completion of the contract for one year i.e till 31.08.2020 or one year from contract date which ever in later.

8. The Department reserves the right to cancel the Tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

9. The Narcotics Commissioner, Gwalior reserves the right to postpone and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same.

#### 10. **Evaluation of Proposals**

(A) Pre-Qualification Criteria: The proposals not fulfilling the following criteria may be rejected out rightly without evaluating the technical bid.

- a) Bidder should have minimum three years of experience in providing housekeeping services to various organization and should have completed at least two such works with any government/Public sector organization in the similar activity, in the last three years ended 31.03.2019.
- b) The minimum average turnover during the last three years should 15 lakhs. Average annual turnovers for the last three years should be indicated in the Technical (Qualifying) Bid available at Annexure-I.
- c) The bidder must have obtained ESI Registration, EPF Registration and GST Registration.
- d) The bidder must have obtained Permanent Account Number (PAN) under the Income Tax Act, 1961 and should enclose IT Returns for the last three years.

- e) The bidder should have a licence under the Contract Labour (R & A) Act from the licensing authority which would be required to be submitted by the successful bidder within two months from getting the contract.
- f) Every page of the bid document must be signed and stamped by the authorized signatory of the Firm.
- g) The Technical & Financial bids must be accompanied with all requisite documents as mentioned in Annexure I and II.
- h) Technical and financial Bid must be submitted on-line and EMD should be submitted within the stipulated time and date. In case EMD is not submitted before opening of the technical bid, the proposal will be rejected out-rightly.
- i) Proposals received within the stipulated time and date only will be considered.

The qualifying norms of prior experience and prior turnover criteria will not be applicable in cases of start-ups [whether Micro & Small Enterprise or otherwise] subject to meeting the quality and other technical specification in terms of the OM No.F.20/2/2014-PPD(Pt.) dated 25<sup>th</sup> July, 2016 of Procurement Policy Division of the Department of Expenditure, Ministry of Finance New Delhi. However, such startups will have to attach copy of startup registration or DIPP recognition as startup with Technical Bid in support of their claim.

**(B) Evaluation process**

- (a) There would be two Bids system. An Evaluation Committee will be constituted by the Department to evaluate the Technical proposals based on the criteria given in Para 10 (A). Any proposal shall be rejected at this stage, if it does not contain any one of the pre-qualification criteria as per Para (10) (A) above.
- (b) Financial proposals of only technically qualified bidders shall be opened.

**(C) Evaluation of Technical Bids**

- (i) The Technical Bids will be submitted as per format at Annexure-I and will be evaluated as per the criteria indicated below:

**(a) Average Turnover per year for the 3 financial years (total points-20):**

The following criteria will be adopted for awarding points for turnover of the firm in providing house-keeping services

| No. of marks for turnover of service providing firms | Turnover amount in Rs. |
|--|------------------------|
| 5  | 15 lakhs               |
| 10   | 15-25 lakhs            |
| 15   | Above 25 lakhs         |

**(b) Experience (total point-15): The following criteria will be adopted for awarding marks for experience in providing Houses-keeping services**

| No. of marks for experience in service providing | No. of years      |
|--|-------------------|
| 5  | 3 years           |
| 10   | 4 years           |
| 15   | More than 4 years |

**(c ) Existing Contract with the Government Department (total point- 15)**

The following criteria will be adopted for awarding points for completing contacts with the Government:

| No. of marks for contracts with Central/state government offices including PSUs | No. of contracts      |
|---|-----------------------|
| 5   | 1 contract            |
| 10  | 2 to 3 contracts      |
| 15  | More than 3 contracts |

The qualifying norms of prior experience and prior turnover criteria will not be applicable in cases of start-ups [whether Micro & Small Enterprise or otherwise] subject to meeting the quality and other technical specification in terms of the OM No.F.20/2/2014-PPD(Pt.) dated 25<sup>th</sup> July, 2016 of Procurement Policy Division of the Department of Expenditure, Ministry of Finance New Delhi.

(ii) Financial Bids of all firms securing 50% or above as per evaluations of their Technical Bids and of startups firms if any will be opened.

## **11 Evaluation of Financial Bids**

The Financial Bids will be submitted as per the Format in Annexure II. For the reference of the prospective contractor present rate of wages liable to be paid as enclosed as **Annexure IV**. No financial bid having rate lower then wages as indicated in the said annexure alongwith requisite EPF,ESI shall be accepted when calculated keeping in view number of person declared in Column 5 of financial bid

## **12. Award of contract**

(i) The bidder with the lowest financial bid will be awarded the contract. In case of equality of rates of two or more bidders, the decision of awarding the contract shall be taken on the basis of the bidder having higher technical Score.

(ii) The contractor shall provide the list of worker employed by him alongwith their Bank Account Number, IFSC Code of the bank, worker's UAN for EPF and ESI before

the start of contract. If he changes any of his employee or there is any change in Bank Account, EPF & ESI the same may be informed immediately to the department.

### **13 Payment Procedure:**

The contractor shall ensure payment to the worker employed by him (not less than wages as fixed by Central Labour Commissioner from time to time) by 10<sup>th</sup> of each month in respect or previous months. He should also ensure payment of EPF and ESI in respect of such worker by 12<sup>th</sup> of every month or earlier. If required by any law in this regard. The bill should be raised to this office on or before 15<sup>th</sup> of each month with the evidence of payment to worker (and deposition of EPF and ESI contribution) in worker's bank account. (If the contractor fails to provide evidence of such payment and deposit by 20<sup>th</sup> of month, then the office may pay the dues of workers & their EPF and ESI from EMD deposits by the contractor) In such a case the contract shall stand terminated without any further notice and such contractor will be blacklisted.

### **14 Others.**

- (ii) The contract will be for a period of 12 months upto 31-5-2020 or one year from contract dates which even in later.
- (iii) Terms and conditions of the contract are available in Appendix-I.

Asstt. Narcotics Commissioner

**Appendix-1****Terms and Conditions for the Contract**

1. The contract will be valid for a period of one year w.e.f. 01.06.2019. The date of starting of contract can be extended.
2. Any liability regarding payments of wages to persons engaged by firm arising due to non-compliance with any of provisions of the Labour Laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the firm. The firm shall pay the prescribed wages to the persons deployed as per applicable orders of the Government of India and to enhance the rates, as and when it is revised as well as all the statutory dues w.r.t. ESI, EPF etc.
3. The amount of service charges payable to the firm shall be increased/decreased in proportion to the changes in the rate notified by Central Labour Commissioner as applicable for House Keeping workers. The statutory taxes and charges will also increase/decrease in accordance with changes made by the statutory authorities from time to time concerning the period of providing the services. If the persons deployed by the firm for providing service does not report for duty and no substitute is provided then in that case the amount payable to firm would be reduced on prorata basis. For this purpose the number of workers proposed to be deployed as indicated in Financial Bid will be taken into account for the purpose of total count of number of House Keeping workers.
4. The performance Security Deposit should remain valid for a period of ninety days beyond the stipulated date for completion of the contract. The Department will have the right to forfeit/appropriate the entire amount of 'performance Guarantee' or any part thereof towards any money payable by the firm subject to such adjustment, the balance amount of Performance Guarantee, if any, will be returned to the firm after 90 days/termination, as the case may be of this contract.
5. The firm shall furnish a list of the workers/personnel deployed along with their full names, father's/husband's name, date of birth, full residential addresses, contact No. etc. The firm shall be responsible to get the character and antecedents of the persons verified by the police before engaging them for housekeeping in the Department of Central Bureau of Narcotics.
6. There shall be no representation of any kind from the firm or personnel deployed by the firm for absorption, regularization, continued engagement or concession/preference in employment or employment security for persons deployed by the firm for engagement , service/employment in any capacity in the office or establishment of the Government.
7. The firm shall submit the bill on a monthly basis for payment by 15<sup>th</sup> of every month for the preceding month and in case of holiday the next working day.
8. As indicated in para 2 the liability to pay dues including ESI and EPF will be the responsibility of firm. **In case the contractor does not produce evidence of deposit of EPF and ESI then mater will be dealt with in the manner specified under the column of payment producer i.e. para 13 of under tender notice.**

9. The firm will ensure & make payment of wages to the persons deployed by firm by the 7th of every month. In case of failure to make payment of wages to the persons deployed within the prescribed period the firm may also be blacklisted.
10. Notwithstanding anything contained herein, the Narcotics Commissioner reserves the right to terminate the contract by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Firm.
11. No other person except Firm's authorized representative shall be allowed to enter the office premises of CBN.
12. Within the premises of the CBN, the Firm's personnel shall not do any private work other than their normal duties.
13. The firm shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
14. The persons deployed by the firm for the house-keeping will observe office discipline and decorum and shall not misbehave with any official. If, at any point of time, any person is absent on a particular day and substitute is not provided, daily rate/pro rata basis shall be deducted from the bill for the month as indicated in Para 3.
15. The firm shall be directly responsible for settlement of any dispute or grievance of the 'persons' engaged by him relating to his/her deployment and this Department, in no way, be responsible for settlement of such issues/dispute.
16. Any liability regarding payments of wages to person arising due to non-compliance with any provisions of the Labour Laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the firm. It will be the liability of the firm to pay the prescribed wages to the persons deployed as per applicable orders of the Government of India and to enhance the rates, as and when it is revised including all the statutory dues w.r.t. ESI, EPF etc. **However CBN can resort to payment to the worker in the manner as specified in para 12 of under tender notice, in case of default by contractor.**
17. The firm shall undertake to provide the service for the entire duration regularly failing which the performance Security Deposits and all such other amount that may be due from this Department to the Firm shall stand forfeited.
18. If, at any point of time, the services being provided by the firm are found to be unsatisfactory in any manner, the contract of the firm would be terminated without assigning any reason by giving notice of four weeks. The decision of the department in this regard shall be final and binding of the firm.
19. The working hours will be from 8:00 am to 4:00 pm for all days except Sundays. However minimum contingent of 2-3 persons will be required beyond 4:00 PM. In such a case the firm can have start hours from 10:30 AM instead of 8:00 AM in respect of such workers.
20. The persons deployed shall not be entitled for any benefits which are admissible to the regular employees of this Department. However, the firm is required to pay wages to the persons strictly as per the Minimum Wages Act modified form time to



time including EPF, ESI and other social schemes of the Government of India and Ministry of Labour & Employment and other governing instructions, if any, thereon.

21. If the behavior/performance of any person deployed by the firm for housekeeping job is found to be unsatisfactory, the firm will have to withdraw/change the person immediately on the request of the Department.

22. The firm shall comply with all relevant Laws/Rules made and amended from time to time under Income Tax Act, ESI Act, PF Act, Factories Act, ID Act and Contract Labour (Regulation & Abolition) Act and any other relevant Act/Rules in force in this regard and shall follow the revision/amendments thereunder. The firm will have to provide sufficient proof that the GST and other charges collected from the Department have been paid to the Government properly failing which requisite amount of the tax will be deducted from the Performance Security and paid to the Government and further appropriate action will be taken for the default by the firm in not depositing the amount of tax with the Government.

23. The firm shall ensure discipline amongst the personnel deployed by it and restrict their unnecessary movement/assembly in the corridors of office and adjacent areas.

24. The Department expects efficient and prompt service from the firm under the above terms and conditions on which no compromise will be made.

25. The Department reserves the right to cancel the Tender at any point of time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

26. The Firm shall not assign, transfer, pledge or sub-contract the services without the prior consent of this Department.

27. The Firm shall at all times indemnify and keep indemnified the Department against any claim on account of disability/death of any of its employee caused while providing the services within/outside the premises of the Department which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any employee of the firm or in respect of any claim, damage, or compensation under Labour laws or rules made there under by any employee whether in the employment of the firm or not who provided the services at any location of the Department as provided hereinbefore.

28. This Department may at its discretion direct the firm to dismiss or remove from the site of work, any person or persons, deployed by the firm, who may be incompetent or may not conduct himself/herself properly and firm shall forthwith comply with such requirements. The Department reserves the right to order any employee of the firm to leave its premises if his/her presence at any time is felt undesirable.

29. The firm has to provide Photo Identity Card to the persons deployed by it for carrying out the work. This card will be displayed by the employees of the firm during the working hours.

30. If the employee of the firm indulges in theft, negligence or any illegal/irregular activities, misconduct, the firm will initiate appropriate action against erring employee and intimate accordingly to the Department.
31. The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the firm.
32. The firm's employees should be polite, cordial, positive and efficient, while handling the assigned work. The firm shall ensure proper conduct of its employees during work in office premises, and strictly prohibit consumption of alcoholic drink, paan/gutkha smoking, & loitering without work. The firm shall be responsible for any act of indiscipline on the part of employee deployed by them.
33. The firm's employee shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements/administrative /organizational matters as all may be of confidential/secret nature.
34. The firm's worker shall not claim any benefit/compensation/absorption/regularization of services with the CBN under provision of Industrial Disputes Act, 1947 or Central Labour (Regulation & Abolition) Act, 1970.
35. The firm shall ensure deployment of suitable personnel having clean background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and immediately withdraw such personnel who are not found suitable by this Department for any reasons on receipt of such a request.
36. The firm shall engage the necessary person(s) as may be required for house keeping job from time to time. The persons deployed by the firm shall be the personnel of the firm and it shall be the duty of the firm to pay their salary.
37. The transportation, medical and other statutory requirement in respect of each personnel of the firm will be the responsibility of the firm.
38. The firm shall provide a substitute well in advance if there is any possibility of any person leaving the job due to his/her personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the firm.
39. The firm shall be responsible for compliance and fulfilling of all statutory and non-statutory obligations under Minimum Wages Act. Payment of Wages Act, Employees State Insurance Act Workmen's Compensation Act and Contract Labour Regulation and Abolition Act etc.
40. No escalation in the rates quoted by the firm will be accepted on any grounds during the currency of this contract, except for legal/statutory obligations as indicated in Para 3 above.
41. The firm may take action against the person deployed by it, if it so desire, due to any reason, however, no right shall vest in any such person to raise any dispute and/or claim whatsoever against this Department, as a result of such action of firm. The Department shall under no circumstances be deemed or treated as the Employer in respect person deployed/employed by the firm for any purpose, whatsoever, nor would the Department be liable for any claim(s) whatsoever, of any such employee or the firm.
42. The firm shall submit bill on a monthly basis for the services rendered by it. The pre-receipted bill is to be submitted in triplicate on or before **15<sup>th</sup>** of each month

for the services provided during the preceding month. The payment to the firm will be subject to furnishing of satisfactory report, regarding their attendance and services, from the officers, with whom the personnel hired, are attached for duty.

43. The firm shall obtain all registration(s)/Permission(s)/licence(s) etc. which are/ may be required under any labour or other legislation for providing the services under this contract. It is expressly understood that the firm is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirements of law.

44. Nothing contained in this contract shall be construed as establishing, creating or implied between the Parties (including the personnel's deployed by the firm), a relationship of master and servant or principal and agent.

45. The firm shall at all time Indemnify the Department against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the firm's employees, personnel's or agents or by any other Third Party resulting from or by any service rendered or operation conducted by or on behalf of the firm.

46. In the event of failure of the firm to provide the services or part thereof for any reasons, whatsoever, the Department shall be entitled to procure services from other sources at the risks and cost of firm and the firm shall be liable to pay forthwith to the Department the difference of payments made to such other sources.

47. The firm shall not claim any losses, damages, costs, charges, expense, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, defaults or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this contract.

48. Any loss/damage to the property of the Department due to negligence of the employees of the firm shall have to be borne by the firm.

49. The Department shall give a notice for the termination of this agreement to the firm when there is a major default in the compliance of the terms and conditions of this contract or the firm has failed to comply with its statutory obligations. Decision of the Department in this regard shall be final. The firm, through a notice of 3 months in writing, may also terminate this contract.

50. The contract does not amount to employment with the Government nor confer any right on the firm or the workers deployed by the firm, nor any representation to the Government as to the possibility or preference in employment at any time in future in respect of security and other personnel of the firm in any office/establishment of the Government.

51. The firm shall submit an undertaking in form of duly executed affidavit to deposit EPF and ESI contribution of the Employer and Employee in the EPF, ESI Account of the persons deployed by firm every month, if applicable.

52. The Department expects efficient and prompt service from the firm under the above terms and conditions on which no compromise will be made.

53. Complementary service by any firm is not acceptable. If any firm quotes the Administrative Service Charges as 'Nil', it shall be treated as invalid quote and will be summarily rejected even though the firm is technically qualified.

54. The Department reserves the right to cancel the Tender at any point of time or amend/withdraw any of the terms and conditions continued in the Tender Document, without assigning any reason, thereof.

55. If any dispute arises between the firm and Department, the decision of the NARCOTICS COMMISSIONER would be final. Further, if there is any dispute arising out of the contract, will be settled within the jurisdiction of Gwalior.

56. Termination of Contract:

(A) General condition for termination: The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the Bidder will entail termination of the contract without prejudice to the right of the Department. In addition, CBN shall be free to forfeit the Performance Guarantee and getting the assigned work done from alternate source at the risk and cost of the defaulting vendor. The firm can also be blacklisted from participating and executing future manpower contract in Government of India and any other agency under it.

(B) Termination for insolvency: DEPARTMENT may at any time terminate the work order/contract by giving written notice of four weeks to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.

(C) Termination for default

(a) Default is said to have occur: If the Vendor fails to deliver any or all of the service within the time period specified in the work order or any extension thereof granted by DEPARTMENT.

(b) If the Vendor fails to perform any other obligation under the contract/work order.

(c) If the Vendor in either of the above circumstances does not take remedial steps within a period of thirty days after receipt of the default notice from DEPARTMENT, the DEPARTMENT may terminate the contract/work Order. DEPARTMENT may also at its discretion transfer, upon such terms and in such manner, as it deems appropriate, work order for similar work to other vendor and the defaulting vendor will be liable to compensate DEPARTMENT for any extra expenditure involved towards support service to complete the scope of the work totally.

(D). Arbitration

All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this Agreement or the breach thereof shall be settled amicably and in this regard the decision of the NARCOTICS COMMISSIONER would be final. However, if the parties are not able to resolve amicably within a period of 15 days, the same shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred to Arbitration by either party only after notice in writing to the other, clearly mentioning the nature of the dispute/differences.

(E). Power to exempt

The Department reserves the right to withdraw/relax any of the terms and conditions mentioned without assigning any reason.

**ANNEXURE-I****TECHNICAL BID****For Housekeeping services to the Office of the Narcotics Commissioner, Gwalior  
for the period from 1/6/2019 to 31/05/2020**

|     |   |  |
|-----|---|--|
| 1.  | Name of Tendering firm<br>(Attach Certificate of registration with a brief profile of the company)  |  |
| 2.  | Are you start up company and seeking exemptions from past turnover and experience? If yes, attach copy of startup registration or DIPP recognition as startup.  |  |
| 3.  | Name of Proprietor/Director of Company  |  |
| 4.  | Full address of Registered Office with Telephone No. Fax and E-mail.  |  |
| 5.  | Full address of operating/Branch office with Telephone No. Fax and E-mail   |  |
| 6.  | Banker of Company with full address (Attach certified copy of statement of A/C for the last three years)  |  |
| 7.  | PAN/GIR No. (Attach attested copy)  |  |
| 8.  | GST Registration No. (Attach attested copy)   |  |
| 9.  | E.P.F. Registration No. (Attach attested copy)  |  |
| 10. | E.S.I. Registration No. (Attach attested copy)  |  |
| 11. | Audited Balance Sheet for the last three years ending 2017-18, duly attested  |  |
| 12. | Summary of total turnover of the company for the last 03 years  |  |
| 13. | Number of house keeping contracts entered into during the last 3 years ending on 31.03.2019   |  |
| 14. | Number of Housekeeping contracts with Government/ Public sector organization with supporting documents. (at least one) in last three years ending 31.03.2019  |  |
| 15. | Affidavit stating that the company is/has not been black listed by Central/State Government/PSU (Attach Copy) in the last three years nor does it have any litigation pending with any of the Government Departments. |  |
| 16. | Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document- Annexure-III)  |  |
| 17. | Authorization of person by the firm to execute the tender document  |  |
| 18. | List of other clients   |  |

Signature of the Authorized person  
with Name, Designation and seal

Date:

Place:

**ANNEXURE-II****FINANCIAL BID DOCUMENT**

**For providing Housekeeping services to the office of the Narcotics  
Commissioner, Gwalior for the period from 1/6/2019 to 31/05/2020**

|     |  |  |
|-----|--|--|
| 1.  | Name of the bidding firm   |  |
| 2.  | Address (with Tel No. & Fax No.)   |  |
| 3.  | Name and address of the proprietors/<br>partners/Director(with Mobile No.  |  |
| 4.  | Area (in sq. metres)   |  |
| 5.  | Number of persons to be deployed   |  |
| 6.  | Service charges to be charged in total (not worker<br>wise)  |  |
| 7.  | Charges payable for worker proposed to be<br>deployed (wages as per annexure IV+EPF+ESI this<br>will be calculated by rate of C.L.C. and applicable<br>EPF & ESI rate) |  |
| 8.  | GST  |  |
| 9.  | GRAND TOTAL(COL 7+8)   |  |
| 10. | Applicable rate per Sq.M.  |  |

Signature of the Authorized person  
with Name, Designation and seal

Date:  
Place:

**ANNEXURE-III****DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES****For providing Housekeeping services to the office of the Narcotics  
Commissioner, Gwalior for the period from 1/6/2019 to 31/05/2020**

We Certify that in last three years, we have neither failed to perform on any contract, since no imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award nor been expelled from any project or contract by and public authority for breach on our part.

- a) We have not directly or indirectly or through an agent deployed or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We have taken steps to ensure that in conformity with the provision of Section B of Fraud and Corrupt Practices of the Term and Conditions of the document, no person action for us on our behalf has deployed or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicate or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/employees.

Signature  
Name & Designation with office Seal

Date:  
Place:

**ANNEXURE-IV**

No.1/8(5)/2019-LS-II  
 Government of India  
 Ministry of Labour & Employment  
 Office of the Chief Labour Commissioner(C)  
 New Delhi

Dated:27/3/2019

**ORDER**

In exercise of the powers conferred by the Central Government Vide Notification No. S.O.190(E) dated 19<sup>th</sup> January, 2017 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six month ending on 31.12.2018 reaching 301.33 from 288.33 (Base 2001-100) and thereby resulting in an increase of 13 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.04.2019.

**RATES OF V.D.A.FOR EMPLOYEES EMPLOYED IN "Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act, 1993".**

| AREA | RATES OF V.D.A. PER DAY (in Rs.) |
|------|----------------------------------|
| A    | 61                               |
| B    | 50                               |
| C    | 40                               |


Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.04.2019 shall be as under:-

| AREA | RATES OF WAGES PLUS V.D.A PER DAY |   |             |             |
|------|-----------------------------------|---|-------------|-------------|
|      | Basic Wages (Rs.)                 |   | V.D.A (Rs.) | Total (Rs.) |
| A    | 523                               | + | 61          | = 584       |
| B    | 437                               | + | 50          | = 487       |
| C    | 350                               | + | 40          | = 390       |

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Central Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19<sup>th</sup> January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

As per list attached

  
 (RAJAN VERMA)  
 CHIEF LABOUR COMMISSIONER(C)