



## **National Institute of Open Schooling (NIOS)**

(An Autonomous Institution under Ministry of Human Resource Development (MHRD),  
Deptt. of School Education & Literacy, Govt of India)  
A-24/25, Sector – 62, Noida – 201309 (U.P)

### **TENDER NOTICE**

**BIDS FOR Mechanized Housekeeping Services in the National Institute of Open Schooling (HQ) building, A-24-25, Sector-62, Noida, NIOS Regional Centre building, A-31, Sector-62, Noida and NIOS Book Store at CWC Rana Pratap Bagh, Delhi-110033.**

The Secretary, National Institute of Open Schooling (NIOS) invites tenders for providing Mechanized Housekeeping Services for NIOS Offices located at A-24/25, A-31, Sector-62, Noida, UP and at C/o Central Warehouse Corporation (CWC), NIOS Book Store, Rana Pratap Bagh, Delhi-110033.

Interested agencies can download the Tender document from the NIOS website, [www.nios.ac.in](http://www.nios.ac.in) and from CPPP eProcurement site <https://eprocure.gov.in>

Eligible, reputed and experienced Contractors having minimum **three years experience** in this field may apply on the prescribed forms under two bid system (Technical Bid and Financial Bid) in separate sealed cover for both types of bid complete in all respects superscribed as and further put both the envelopes in a bigger envelope “TENDER FOR PROVIDING MECHANIZED HOUSEKEEPING SERVICES” Technical Bid/Financial Bid addressed to

#### **The Secretary**

**National Institute of Open Schooling (NIOS)**

**A-24/25, Institutional Area,**

**Sector – 62, Noida – 201309 (U.P.)** and drop the same in the sealed tender box kept for the purpose at NIOS HQ building at inside gate near Reception, A-24/25, Institutional Area, Sector – 62, Noida - 201309 (U.P.)

Tender documents received in incomplete shape or beyond the stipulated period (date and time) shall not be entertained under any circumstances. The NIOS reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Earnest Money deposit (EMD) of Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand only) in the shape of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any Commercial Bank favouring “The Secretary NIOS Payable at NOIDA, UP” must accompanied Technical Bid. The Tender without EMD shall be outrightly rejected.

**(IMPORTANT DATES AND TIME)**

Published Date	03.05.2018 (4.00 PM)
Bid Document Download / Sale Start Date	03.05.2018 (5.00 PM)
Clarification Start date & Time	04.05.2018 (10.00AM)
Clarification Closing date & Time	21.05.2018 (4.00 PM)
Bid Submission Start Date & Time	07.05.2018 (11.00 AM)
Bid Submission End Date & Time	24.05.2018 (2.30 PM)
Bid Opening Date & Time	24.05.2018 (3.00 PM)
Duration of Contract	The period of contract shall be for three years from the date of agreement. Initially the period of contract shall be for one year which will be extendable for a further period of two years (year to year basis) subject to satisfactory performance for the services provided by the Agency/Firm.
Tentative date & time for opening of Financial Bid of eligible Tenderers	Date will be intimated by email / registered post
Validity of Bid from the date of opening of Technical Bid	90 days

Secretary, NIOS

# BID SUBMISSION FORM

Date: .....

## LETTER OF BID

To

**The Secretary  
National Institute of Open Schooling (NIOS)  
A-24-25, Institutional Area,  
Sector-62, Noida-201309, UP**

### **Ref: Invitation for Bid**

We, the undersigned, declare that:

1. We offer to execute in conformity with the Bidding Documents for providing MECHANISED HOUSEKEEPING SERVICES ALONGWITH TRAINED HOUSEKEEPING MANPOWER, MACHINERIES, CLEANING MATERIAL, CONSUMABLES AND CHEMICALS for all the office buildings/premises of the National Institute of Open Schooling (NIOS) HQ, located at the A-24-25, Sector-62, Noida, NIOS Regional Centre A-31, Sector-62, Noida and at NIOS Book Store CWC Rana Pratap Bagh, Delhi-110033.
2. Validity of Tender/bid shall be for a period of 90 days from the last date as fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiry of the validity period.
3. If our bid is qualified and accepted, we commit to submit a performance security deposit in accordance with the Bidding Documents.
4. We have gone through the bidding documents thoroughly and understand that nothing should be changed and carried out any correction by undersigned to the Bidding Documents issued in accordance with Instructions to Bidders.
5. We also declare that Government of India or any other Government body has not declared us black listed on charges of engaging in corruption, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letter head)

# INSTRUCTIONS TO THE BIDDERS

## 1. GENERAL INSTRUCTIONS

For the Bidding / Tender Document Purposes, 'National Institute of Open Schooling (NIOS), NOIDA shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.

- 1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work **as no claim whatsoever will be entertained for any alleged ignorance thereof.**
- 1.2 Interested agencies can download the Tender document from the NIOS website [www.nios.ac.in](http://www.nios.ac.in) and from CPPP eProcurement site <https://eprocure.gov.in> as per the schedule as given by NIOS.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids at Annexure-I not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected outrightly.
- 1.6 **The Bidding Company should be a Limited / Private Limited Company, registered under the Companies Act, 1956 or partnership.**
- 1.7 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the National Institute of Open Schooling (NIOS). The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 **The requirement of number of housekeeping manpower is tentative which may increase or decrease at the sole discretion of the competent authority of the Client.**

## 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- 2.1 **Registration:** The Bidder should be registered with the GST, and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation as well as having PAN for submission of Income Tax Return.
- 2.2 **Clearance:** The Bidder should also have dues clearance from Service Tax / GST Department.

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- 2.3 **Experience:** The Bidder should have minimum three years of experience in the similar field for providing Mechanized Housekeeping Services in the Government Departments/Public Sector/Autonomous Bodies/Corporate (Central or State) for the last **three consecutive years**. In case no bidder has provided requisite experience of such departments, then the bidders with experience in reputed organizations may at its discretion be considered by the competent authority of the Client. Bidder has to submit the relevant work experience certificates.
- 2.4 **Turnover:** Firm should have a minimum turnover of Rs. 1 crore per year on an average basis during the last '3' financial years (2014-15, 2015-16, 2016-17) and to be certified by the Chartered Accountant supported with the proof of relevant year.
- 2.5 **If any firm is providing Security services or the services other than housekeeping to NIOS, then such firm shall not be eligible for this tender.**

### **3. Documents supporting the Minimum Eligibility Criteria**

- 3.1 In proof of having fully adhered to the minimum eligibility criteria following supporting documents must be enclosed with Technical Bid of the tender.
- (a) Attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
  - (b) Attested copy of the audited balance sheets along with audit report for the completed three financial years (2014-15, 2015-16 and 2016-17).
  - (c) Attested copy of EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be enclosed to Technical Bid.
  - (d) Attested copy of document in support of above part 2.1, 2.2, 2.3 and 2.4

### **4. EARNEST MONEY DEPOSIT (EMD):**

- 4.1 This bid should be accompanied by an Earnest Money Deposit (Rs. 1,80,000/-) in the form of Account Payee Demand Draft of any Commercial bank in favour of Secretary, NIOS and payable at NOIDA, UP.
- 4.2 No request for transfer of any previous deposit of Earnest Money or Security Deposit or adjustment against any pending bill held by the Department (NIOS) in respect of any previous work shall be entertained.
- 4.3 The bids without Earnest Money Deposit (Rs. 1,80,000/-) shall be summarily rejected.
- 4.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 4.5 Bidder shall not be permitted to withdraw their offer or for any modification including the terms & conditions thereof.
- 4.6 The bid security (EMD) may be forfeited:
- (i) If the bidder withdraws its bid during the period of bid validity specified in tender, or

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- (ii) In case of successful bidder, if the bidder
  - (a) Fails to sign the contract in accordance with the terms of the tender document
  - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
  - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.
  - (d) Fails or declines to accept the offer in the event of its selection for providing Mechanized Housekeeping Services.

## 5. VALIDITY OF BIDS

- 5.1 Bids shall remain valid and open for acceptance by NIOS for a period of **90 days** from the last date of submission of Bids.
- 5.2 In case NIOS calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The NIOS may request for extension of the validity period of bid due to administrative reason as well as unavoidable circumstance for another period of 30 days, without any modifications and without giving any reasons thereof.

## 6. PREPARATION AND SUBMISSION OF BIDS

- 6.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi
- 6.2 **Technical Bid:** Technical Bid should be prepared on the prescribed Technical Bid form at **Annexure-I** as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, valid EMD etc.

Documents comprising the Bid:

- a. Bid Submission Form duly signed and printed on Company's letter head
  - b. Technical Bid form at Annexure-1 and Financial Bid form at Annexure-II
  - c. All Forms, duly filled and signed and stamped
  - d. Earnest Money Deposit of Rs.1,80,000/- in favour of Secretary, NIOS in form of BD/DD.
  - e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in this tender document.
- 6.3 **Financial Bid:** Bidder should prepare Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid form is appended at **Annexure-II**. Technical and Financial Bids are to be submitted in separate sealed envelopes and are to be marked so clearly on the top of the envelope. Both these sealed envelopes containing Technical and Financial bids then should be put in a bigger envelope which should also be properly subscribed as "TENDER FOR PROVIDING MECHANIZED HOUSEKEEPING SERVICES" and sealed and submitted to the

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Secretary, NIOS by dropping in the box specifically kept for this purpose at NIOS, inside Gate near Reception A-24-25, Institutional Area, Sector-62, NOIDA-201309 (U.P.) on the date and time specified in this tender form under **important dates and time**.

**The firm will have to offer the rates of minimum wages for Cleaning Personnel and Supervisor as fixed by the Central Govt., Ministry of Labour and Employment in the Price Schedule/Financial Bid form.**

**7. TECHNICAL AND FINANCIAL BID OPENING PROCEDURE**

7.1 Technical Bids will be opened by a Committee constituted by the Competent Authority of NIOS on the same date and time as prescribed in this tender document in presence of tenderers/representative who wish to be present.

7.2 The Financial Bids of all the technically qualified Bidders shall be opened by a Committee constituted for this purpose by the Competent Authority of NIOS.

8. Lowest bidder i.e. L-1 among the Technically qualified would be selected. The Labour charges should not be less than minimum wages of Ministry of Labour & Employment and other statutory benefits payable to Labour.

**9. RIGHT OF ACCEPTANCE:**

9.1 The Chairman NIOS reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Chairman, NIOS, NOIDA in this regard shall be final and binding.

9.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

9.3 The competent authority of the office of the NIOS reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

9.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Competent Authority of the Office of the NIOS reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

9.5 The office of NIOS may terminate the Contract if it is found that the Contractor is black listed on any previous occasion by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking Corporation etc.

**10. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

10.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance in duplicate, who will return one copy to Client duly acknowledged,

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accepted and signed by the authorized signatory immediately, within Three (3) working days of receipt of the same by him.

10.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

10.3 The time taken between the date of issue of Letter of Acceptance and Notice to Proceed shall not prevent the contractor to mobilize the man power.

**11. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

11.1 The Earnest Money Deposit of the unsuccessful bidders shall be returned after opening of the eligible Financial Bid and award of the contract to the successful bidder and acceptance of the same without any interest.

11.2 The EMD of the successful bidder will be returned on submission of performance Security Deposit and after receipt of request letter from the bidder.

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# GENERAL CONDITIONS OF CONTRACT

## 1. DEFINITIONS

### 1.1 General

In this Contract including the schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
"Contractor"	The word “Contractor” and the “Successful Bidder’ has been used interchangeably.
Client	The work "Client" shall mean the Office of the NIOS
Party	The word “party” means the Successful Bidder to whom the work of providing Housekeeping services will be awarded and the Client (NIOS).
Mechanized Housekeeping Services	Shall mean Housekeeping services along with Machineries, Cleaning Materials (Consumables) and Chemicals.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing housekeeping services in its premises at the quoted and approved rate
Notice to Proceed	Shall mean the date at which the housekeeping services are to be commenced in Client’s premises after acceptance of contract
‘Confidential Information’	Shall mean all such informations which are not generally known and obtained /received during the tenure of the contract and relates directly to the business /assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing mechanized Housekeeping services in Client’ premises shall be awarded.

### 1.2 CONFIDENTIALITY

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor

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shall be held responsible in case of breach of the confidentiality of Client's information.

- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

## **2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

- 2.1 The successful bidder within fifteen (15) days of the acceptance of the Letter of Acceptance shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of Secretary, NIOS and payable at NOIDA, UP. The Performance Bank Guarantee shall remain valid for a **period of 60 days** beyond the date of completion of all contractual obligation of contractor including warranty obligation. In the event of extension of the period of contract, the contractor shall be liable to extend the validity period of the bid considering the period of extension.

- 2.1.1 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the Earnest Money Deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client.

- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of National Institute of Open Schooling (NIOS) in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-execution of the work order in full and complete. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the National Institute of Open Schooling (NIOS) sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- a) If the contractor is called upon by the office of the Competent Authority to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the National Institute of Open Schooling (NIOS) shall make other arrangements at the risk and cost of the contractor as deemed fit.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an application alongwith absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.
- c) Bid security will be refunded to the successful bidder on receipt of Performance Security.

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### **3. NOTICE TO PROCEED**

After the acceptance of the Letter of Acceptance and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide mechanized housekeeping services in the Office at the specified locations.

### **4. SIGNING OF CONTRACT AGREEMENT**

4.1 The successful Bidder shall enter into **contract** and shall execute and sign the **Contract Agreement** in accordance with the Articles of Agreement before commencement of the services.

4.2 Client shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) working days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of non-judicial stamp paper, duly signed by him and adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The competent authority of the Client shall sign the Contract Agreement and return a copy of the same to the successful bidder.

### **5. SERVICES REQUIRED BY THE CLIENT**

5.1 The Contractor shall be providing mechanized housekeeping services, along with trained and experienced Housekeeping staff, cleaning material, consumables, chemicals and machineries in Client's premises as per the details given in the tender document, or any other location as required by the Client to be read with the Special Conditions of Contract, Schedule of Housekeeping Services in this tender.

5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

5.3 The Contractor shall provide mechanized housekeeping services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

### **6. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 under General Conditions of Contract.

6.2 The Contractor shall commence mechanized housekeeping services in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 under General Conditions of Contract.

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## 7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide mechanized housekeeping services along with machineries, cleaning materials and chemicals at Client's premises as per **Schedule of Housekeeping Services** which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall submit to Client the verifiable details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities in every month alongwith the bill.
- 7.3 The Contractor shall produce to the client the verifiable details of payments of benefits like bonus, leave relief, ESI, employer's contribution towards EPF etc. from time to time to its personnel.
- 7.4 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 7.5 The Contractor shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.6 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Mechanized Housekeeping Services in accordance with Schedule of Requirements.
- 7.7 The Contractor shall issue identity cards / identification badges/documents to all its employees who will be instructed by the Contractor to display the same.
- 7.8 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.9 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.10 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor monthly exclusively for the Housekeeping staff deployed in NIOS.
- 7.11 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

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- 7.12 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.13 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.14 The Contractor shall not employ any person below the age of 18. Manpower so engaged shall be trained for providing services.

#### **7.15 Contractor's Personnel**

- 7.15.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.15.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.15.3 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

### **8. CONTRACTOR'S LIABILITY**

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the mechanized housekeeping services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of housekeeping Services to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and

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cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## 9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required facilities at the location(s) where the mechanized housekeeping Services are to be provided to enable Contractor's employees to carry out the Services.
- 9.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 9.3 To enable the Contractor to provide the mechanized housekeeping services, the Client shall ensure that their staff is available to provide such assistance
- 9.4 The Client shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers relationship with any of the workers of the Contractor.
- 9.5 The client's authorised officer shall keep the daily attendance record against each of manpower deployed in NIOS premises in all the buildings.

## 10. VALIDITY OF CONTRACT

The contract, if awarded, shall be for a period of **one year** from the date of signing of Contract Agreement. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

The initial period of **one year** shall be further extendable for **two years (year to year basis)** subject to satisfactory services with mutual consent of both the parties and also at the sole discretion of the office of the Client. **Maximum period of contract including extension period shall be for three (03) years.**

## 11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the mechanized housekeeping services.
- 11.2 The prices in the Price Schedule shall be exclusive of any Goods and Services Tax (GST), education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

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- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavors to make payments within 15-20 days from the date of the receipt of the invoice from the Contractor.
- 11.4 The cost of the Contract as approved by the client shall be valid for the entire period of the contract **i.e. initially for a period of one year**. No price escalation, other than **minimum wages and VDA revision**, shall be entertained by the Client during the period of contract including the extended period, if any.
- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages and VDA, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule. .
- 11.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque/RTGS to the account of the agency on submission of payment proof of wages to the account of individuals (Housekeeping staff) either through Cheque/RTGs w.r.t. their attendance.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments due to the Contractor, and the amount so deducted shall be deemed to be payment made to the Contractor. Client may provide a certificate certifying the deduction so made as and when demand raised by the contractor.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

12.1 “Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

12.2 The date of commencement of the event of Force Majeure;

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- 12.3 The nature and extent of the event of Force Majeure;
- 12.4 The estimated Force Majeure Period,
- 12.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

### **13. TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
  - 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be invoked and forfeited.
  - 13.2.2 The Contractor does not provide mechanized housekeeping services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
  - 13.2.3 The Contractor goes bankrupt and becomes insolvent.

### **14. DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

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## **15. INSOLVENCY**

15.1 The competent authority of the office of the National Institute of Open Schooling (NIOS) may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- i) If the contractor being a company shall pass a resolution or the court shall make an order For the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder Shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically provide for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

## **16. CURRENCIES OF BID AND PAYMENTS**

16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Delhi and the decision of the arbitrator shall be final and binding on the parties.

17.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

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## **SPECIAL CONDITIONS OF CONTRACT**

1. The Special Conditions of Contract and General Conditions of the Contract shall supplement the “Instructions to the Bidders” given in this tender document.

### **2. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

### **3. LABOUR LAW COMPLIANCES**

The Contractor shall at his own cost comply with the provision of labour laws, rules order and notification whether central or state or local as applicable, to him or to this contract from time to time etc present or future

3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.

(b) It is mandatory that the employees must be paid through bank/cheques/RTGS to their account and submit the details of payment to the client every month with respect to the attendance of the employees deployed for Mechanized Housekeeping job only.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

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- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.5 The Contractor shall submit periodical returns as may be specified from time to time.

#### **4. OFFICIAL RECORDS:**

- 4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office in verifiable form.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details with passport size photograph such as name, address, date of birth, sex, residential address (Temporary / Permanent), a copy of voter ID/Aadhaar card and all grievances recorded by the staff vis-à-vis action taken etc. + emergency contacts.
- 4.3 The Contractor shall furnish an undertaking that within seven (7) days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC/ EPFO Commissioners exclusively for NIOS.
- 4.4 Each monthly bill must accompany the:
  - (a) List of employees with their date of engagement/place of deployment
  - (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to each of the employees with all the benefits (such as ESIC/EPF/Bonus etc.) as per their attendance record in every month.
  - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC exclusively for the persons deployed in NIOS for the Mechanized Housekeeping Services.
  - (d) Declaration of the Contractor regarding compliance of EPF / ESIC / Bonus and other laws as applicable from time to time.
  - (e) Original attendance record duly verified by the concerned officer.
  - (f) Satisfactory performance report certified by the concerned officer.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

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## **SCHEDULE OF HOUSEKEEPING SERVICES**

In this **Schedule of Requirements**, the details of mechanized housekeeping services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

### **1. SCOPE OF WORK**

- 1.1 The scope of Work and the Schedule of services shall include all works but not limited to cleaning (building), sweeping, mopping of floors, vacuuming of carpets, if any, dusting of furniture and equipments.
- 1.2 The Contractor shall deploy all housekeeping staff at the Client office in the manner and as per the instructions of the Client.
- 1.3 The Contractor has to provide workforce in sufficient manpower to maintain the building as required and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of Client.
- 1.4 The Contractor shall ensure that all housekeeping staff are fully conversant with the premises and with the client's business activities and its related housekeeping requirements.
- 1.5 **The Contractor shall submit their own schedule of activities for approval of the Client for improvement of housekeeping services.**
- 1.6 The building and its surrounding areas shall always be kept in well hygienically clean and disinfected conditions.
- 1.7 All the general and special machineries, as specified in the tender document shall be used for cleaning the premises as required and shall be arranged by the Contractor.
- 1.8 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Client, emergencies, exempted.
- 1.9 The Contractor shall cover its personnel under insurance for personal accident and/or death whilst performing the duty.
- 1.10 The Contractor shall exercise adequate supervision to ensure proper performance of mechanized housekeeping services in accordance with the requirements.
- 1.11 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.12 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.

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1.13 The Contractor shall ensure that only those machineries are provided for executing mechanized housekeeping services in Client's premises that are technically brand-wise specified and defined in the tender document. The Contractor shall also ensure that the supplied machineries are fully functional in good working conditions. Sufficient documentary evidences in support viz. Detailed Purchase Invoices in respect of each of the machinery is produced to the Client. Failure to comply the instructions will result in termination of the Contract and decision of the competent authority of the Client shall be final and binding.

It shall be the sole responsibility of the Contractor to maintain the housekeeping services of cleaning and maintenance of the Client's two office buildings at NOIDA with machineries and housekeeping staff and one at Delhi with Housekeeping Staff in the most hygienic, clean and standard way and in the manner as desired by the Client.

1.14 The Contractor shall also ensure that all Building areas viz. Outer, Toilets, Floors, Basement, Main Entrances, Rooms, Halls etc. are neat and clean every time and shall be maintained in the neat and tidy position every time.

1.15 In case it is found that the housekeeping services are not rendered satisfactorily, it shall invoke the penalties clauses as defined in the tender document and the Client shall have the right to terminate the Contract besides forfeiting the performance bank guarantee submitted by the Contractor.

1.16 The Contractor shall also ensure that all the monthly requirements of Chemicals and Cleaning Materials (Consumables), as defined in the tender document, are provided on **1st of each month** and as per the requirements to the Client's office in totality. In case it is found that any chemical or cleaning material of the inferior quality or sub standard quality, or the brand other than those specified in the tender document, is supplied; or if the branded items as per the tender document are NOT supplied in the proportion to the requirements for executing the housekeeping services for the standards of the Client, the Client shall be at liberty to treat the action of the Contractor as breach of Contract and shall terminate the Contract besides imposing penalties under the provisions of the Contract / Tender Document and forfeiting the Performance Bank Guarantee.

1.17 The Contractor shall ensure that.

1.17.1 All toilets are provided with all consumables / items every time.

1.17.2 The stock of all the Cleaning materials / consumable / chemicals is maintained in Client's premises.

1.17.3 The stock details i.e. Receipt and Issue of the cleaning materials / consumables are maintained by the Contractor's Supervisors and are verified by the Controlling officer of the Client on a day to day basis.

1.17.4 The Cleaning Material/ Consumable/ Chemicals are supplied to meet the full requirements of the office.

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- 1.18 Contractor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 1.19 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 1.20 Contractor must employ adult, trained and experienced personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 1.21 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 1.22 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 1.23 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 1.24 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.

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- 1.25 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 1.26 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

**2. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF HOUSEKEEPING STAFF**

- 2.1 The Contractor shall deploy the required number of housekeeping staff for satisfactory mechanized housekeeping services, sweeping, cleaning, mopping of floors, cleaning of washrooms, vacuuming of carpets, if any, dusting, dusting of furniture etc. of the Client.
- 2.2 The Contractor is required to quote prices for each of the category viz. Semi-Skilled (Supervisor), Unskilled (Housekeeping Staff), cleaning material, chemicals and machineries in the Price Schedule/Financial Bid of this tender document.
- 2.3 The Contractor shall ensure that except that of the Service Margin (as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client in the Price Schedule are passed on to the deployed housekeeping staff as their monthly wages by the Contractor.
- 2.4 The deployment and tentative requirements of housekeeping staff in each of the category shall be as under:

<b>Category of Manpower</b>	<b>Tentative Requirement</b>	<b>Criteria for appointment</b>
Housekeeping Staff (Unskilled)	NIOS Hq. A-24-25, Noida – 17 Nos., A-31 Regional Centre, Noida – 8 Nos. and at CWC NIOS Book Store, Delhi – 3 Nos. (Total – 28 Nos.)	V/VIII Standard passed
Supervisors (Semi Skilled)	02 Nos. (One for NIOS HQ and One for A-31)	Minimum Graduate with 3 years of experience in similar field

However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the office of the NIOS.

- 2.5 Waste Disposal Management: The Contractor shall ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The Contractor shall also ensure segregation of bio degradable and non bio degradable garbage. Finally, the Contractor will arrange for disposal of garbage at such a place as may be permissible by the authorities every day.
- 2.6 The deployment of Housekeeping Staff shall be done by the Supervisors in both buildings on the Client's instructions.

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The Supervisors shall ensure that execution of mechanized housekeeping services is rendered in accordance with the instructions and terms and conditions of the tender document / contract document.

2.6.1 The Supervisors shall forthwith report about execution of the mechanized housekeeping services and contact person with the Client, who shall be solely responsible on behalf of the Contractor to ensure appropriate execution of the housekeeping services in Client's office. Any deviation from execution and performance of the housekeeping services requirements as specified in the Tender document, shall invoke penalties besides taking action on termination of the Contract at the discretion of the Client.

2.7 The Supervisor / Agency will submit all monthly requirement (as detailed in **List of Consumable - II** and **List of Chemical - III** i.e. cleaning materials, consumables and chemicals as specified in tender document) to be deposited in NIOS, Maintenance Section/Store and would be issued for consumption once in a week.

In case agency not supply cleaning materials as mentioned in the list the same shall be **deducted as per market rates/MRP Rates**.

2.8 The Contractor shall ensure that all the machineries that are provided to the Client by the Contractor are in accordance with the terms and conditions of the tender document are always in running conditions. There will be no down time acceptable.

However, in cases of machine break-down, it shall be the responsibility of the Contractor to provide immediate replacement of the machinery with the Similar technical specifications / brand.

2.9 The Contractor shall ensure that trained and experienced housekeeping staffs are deployed for operating the machineries for cleaning, vacuuming etc. The Contractor shall also ensure that the annual maintenance of the machinery is appropriately awarded by them to the authorized agencies for maintenance of the machineries in Client's Office. After expiry of the initial period of Contract of one year, if the Contract is renewed for its further, mutually on the existing terms and conditions, rates etc., the Contractor shall be required to provide machineries always in running conditions with the updated models/brand in force at that time on the consent of the Client.

2.10 **The Contractor shall ensure that the minimum quantity of cleaning material (consumables) and chemicals as specified in the tender document is supplied on 1st of each month.**

### 3. SUPERVISION

3.1 The Contractor shall depute full time Supervisors in Client's office who shall ensure that all jobs of housekeeping services are rendered to Client in accordance with the instructions of the Contract / tender document.

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- 3.2 The Contractor's supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 3.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor. The contractor shall provide the proof of ESI and EPF deposit to all of its manpower deployed in NIOS alongwith the ESI cards and EPF No. issued to all the manpower deployed in NIOS.
- 3.4 The Contractor shall ensure that the Supervisors is not below the level of Operation Executive who are well versant with all housekeeping requirements and who should be prompt enough to initiate all required action.

#### **4. PENALTIES**

- 4.1 The Contractor shall disburse salary to its deployed housekeeping staff inclusive of DA as per the Wages Act of Labour Department, if any, latest by 5th of every month, failing which penalty of Rs.1000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit/Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the housekeeping services at the risk and cost of the Contractor.
- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain required number of housekeeping staff as per this contract and also arrange a pool of standby housekeeping staff / supervisor. If the required numbers of workers/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.600/- per absentee per day shall be deducted from the bill(s). Contractor shall provide a list of such Housekeeping staff deployed/to be deployed in NIOS during the period of contract having no complaint lodged against them in Police Station.
- 4.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of housekeeping services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or

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any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

4.6 The deduction shall also be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the Contractor by the Client in writing

- (i) Not properly carrying out the jobs as defined for 'Daily' -2% of Monthly Value (each exception)
- (ii) Not properly carrying out the jobs as defined for 'Weekly' -3% of Monthly Value (each exception)

However, if the exceptions become general practice, action will be initiated as deemed fit.

## **5. SCHEDULE OF SERVICES**

### **5.1 DAILY SERVICES**

- 5.1.1 Housekeeping / cleaning services should be done daily at regular intervals, so that the areas covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.30 A.M. Contractor will arrange manpower for special VIP visits, if any at no extra cost.
- 5.1.2 Proper and effective cleaning, booming and mopping of office floors corridors, staircases, pantries including sweeping and swabbing of the premises with water and approved detergent on all the floors, toilets, lounges, common area and entire open space on Ground Floor, basement and approaches to office building with brooms before opening office and only swabbing after lunch.
- 5.1.3 Proper and effective cleaning, disinfecting, deodorizing fitting including removal of garbage's at regular intervals throughout the day.
- 5.1.4 Dusting of all items of furniture (wooden, steel and upholstered) such as tables, chairs, filing cabinets, almirahs, windows and their glasses from inside and outside furniture's, partitions, walls, doors, and telephone instruments, notice boards, flower vases, art objects, picture, painting, all equipments and machines in the premises, adjusting of all items of furniture in the reception and adjoining area.
- 5.1.5 Brushing of carpets, mats, if any etc.
- 5.1.6 Spraying of air fresheners in the reception area, conference rooms, Committee/Seminar rooms and providing toilet paper rolls.
- 5.1.7 Providing of liquid soap in toilets and placing of sufficient quantity of naphthalene balls/cakes in the urinals as per requirements. At no time, the liquid soap dispensers shall be kept empty.
- 5.1.8 Cleaning of all lift cars.

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- 5.1.9 Depletion of waste paper/refuse from waste paper baskets/buckets and other places. The refuse shall be disposed off at the nearest garbage point of the concerned Authorities.
- 5.1.10 Vacuum Cleaning of areas wherever computer units are located.
- 5.1.11 Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc. ).
- 5.1.12 Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.
- 5.1.13 Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collected refuse at designated site on daily basis.
- 5.1.14 Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills.
- 5.1.15 Cleaning and dusting of window panes / Venetian blinds.
- 5.1.16 Spraying Room Fresheners in all rooms on a daily basis at regular intervals.
- 5.1.17 Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
- 5.1.18 Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Restock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
- 5.1.19 Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
- 5.1.20 Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
- 5.1.21 All disposal of the garbage of the building, lawn, park etc i/c grass and plants disposal shall be disposed off by the agency through manual /mechanical means from NIOS, buildings to dumping ground or marked by the authorities.

Note;- NO extra payment shall be made by the NIOS for this purpose.

The disposal shall be done on daily basis as per direction of officer In-Charge.

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## **5.2 WEEKLY SERVICES (TO BE CARRIED OUT ON ALL SATURDAYS AND HOLIDAYS)**

- 5.2.1 Proper and effective cleaning glass doors, wooden doors and knobs, sign boards/plaques, brass name plates and name boards etc.
- 5.2.2 Washing and scrubbing of floor areas, washrooms, basement, outer, main entrance (all areas) with defined chemicals.
- 5.2.3 Vacuum cleaning of carpets wherever provided.
- 5.2.4 Cleaning of curtain wall glasses from outside (Monthly)
- 5.2.5 Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- 5.2.6 Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- 5.2.7 Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- 5.2.8 Cleaning of all windows glasses and grills with detergents / cleaning agents.
- 5.2.9 Washing of outside area with High Pressure Jet Machine.
- 5.2.10 Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- 5.2.11 The contractor shall submit the duty register to the Client as required.

## **6. MACHINERIES, CLEANING MATERIALS, CONSUMABLES AND CHEMICALS**

The Contractor shall provide very good machineries and all in running conditions as per the details **List of Machines-I**, Cleaning Materials (Consumables) and Chemicals as specified in **List of Consumables-II** and **List of Chemicals-III** and the Consumables but not limited to such as Buckets, Mugs, Clip mop, lob web brush, control mop, duster, feather duster, hard broom Soft broom floor clinging mops, scrubbing brush, stick broom, WC brush, wipers, upholstery brush, surface cleaner, grease and glass telescopic outside glass cleaners.

## **7. CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- a) Are always smartly turned out and vigilant.
- b) Are punctual and arrive at least 15 minutes before start of their duty time.
- c) Take charge of their duties properly and thoroughly.
- d) Perform their duties with honesty and sincerity.
- e) Read and understand their post and site instructions and follow the same. Extend respect to all Officers and staff of the office of the Client. Shall not drink on duty, or come drunk and report for duty.

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- f) Will not gossip or chit chat while on duty. Will never sleep while on duty post.
- g) Will not read newspaper or magazine while on duty.
- h) Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Contractor Control and the Client.
- i) When in doubt, approach concerned person immediately.
- j) Get themselves checked by security personnel whenever they go out. Do not entertain visitors.
- k) Shall not smoke in the office premises.

### **CONFIDENTIALITY**

The phone number and movement plans of the client shall not be given to anyone.

The following information about the client shall not be given to anyone. Car make, color and number of any officer(s)/official(s).

Telephone no./ any other information. Location and movement plans.

Meetings and conference schedules. Site plan of the premises. Travel details of the clients. Assets of the office.

### **TELEPHONE HANDLING**

The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

### **PATROLLING PROCEDURES**

The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff and ensure execution of housekeeping services smoothly. Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.

The Supervisor will keep a watch on the activities of the deployed staff. If he finds anything unusual / untoward, a written report must be given to in charge / Security Supervisor in the office of the Client.

### **FRISKING / CHECKING PROCEDURES**

All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.

If anything untoward is found, it must be reported to in-charge

Secretary, NIOS

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## LIST OF MACHINERIES – I

### National Institute of Open Schooling (NIOS)

A-24/25, Sector – 62, Noida – 201309 (U.P),

&

A-31, Sector – 62, Noida – 201309 (U.P)

#### (List of Machineries)

Sl. No.	Type of Machine of reputed make	Number of Machines Required
1.	Single Disc Scrubber	02
2.	Wet & Dry Vacuum cleaner	02
3.	Dry Vacuum Cleaner	02
4.	High Pressure	02

- (i) The Contractor in accordance with the terms and conditions of the tender document and in order to execute the housekeeping services in Client's office shall provide reputed make /branded machines as specified above.
- (ii) The machineries shall be brand new and should not have been used before. Supporting documents in support of brand new viz. Tax Invoice Receipt, as required in the tender document shall be produced by the Contractor at the time of supply of machineries in Client's office.
- (iii) The repair and maintenance shall be the sole responsibility of the Contractor. There will be no down time acceptable. However, in case of break-down of a machine, the Contractor shall provide and replace immediately the faulty machine at his own cost and risk.
- (iv) The prices should be quoted separately for each of the model in Price Bid.

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## LIST OF CONSUMIBLES – II

### National Institute of Open Schooling (NIOS)

A-24/25, Sector – 62, Noida – 201309 (U.P),

A-31, Sector – 62, Noida – 201309 (U.P)

&

at C/o Central Warehousing Corporation (CWC) NIOS Book Store, Delhi-110033

#### (List of Consumables)

Sl. No.	Item Name	Quantity Per Month
1.	Napthalene Balls (500 gms)	3 Kg.
2.	Phenyl (5 litre tin)	5 tin
3.	Insect Spray Liquid (four Ltrs) in 500 gm pack	03 litres
4.	Room Freshner 2 in one	10 Nos.
5.	Odour repalent	30 Nos.
6.	Sanitary Cubes	30 Nos.
7.	Spray Pump	07 Nos. (one time)
8.	Wiper (Large)	10 Nos.
9.	Wiper (Small)	14 Nos.
10.	Liquid Hand Wash	02 dozen
11.	Premium Toilet Roll (2 ply)	12 Box
12.	C Fold Tissue Paper (per box 20 pkt.)	20 Box
13.	EWC/WC cleaner	40 dozen
14.	Floor Mop full size	30 dozen
15.	Detergent Powder	06Kg.
16.	Duster Full size	30 dozen
17.	Old Dhoti Cotton	02 dozen
18.	Duster Yellow	24 Nos.
19.	Dustbin Plastic	50 Nos. (one time)
20.	Dustbin Plastic with cover (big size)	20 Nos.(one time)
21.	Sink Cleaner (1 kg Packet)	10 kg.
22.	Mosquito Repalent (machine)	20 Nos.
23.	Mosquito Repalent riffle	30 Nos.
24.	Liquid Glass Cleaner	10 Nos.
25.	Centered Phynile (500 ml pack)	20 Nos.
26.	Sinks Scrubber (Large)	20 Nos.
27.	Acid	06 liters
28.	Garbage Bags (25 kg) (Big/Medium/Small)	05 Nos.
29.	Toilet Brush	12 Nos.
30.	Broom (Bambu)	12 Nos.
31.	Broom (Phool)	20 Nos.

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32.	Broom (Plastic)	08 Nos.
33.	Urinal Cubes	18 Pkts
34.	Brass ware cleaner	03 Nos.
35.	Insect spray	10 Nos.
36.	Cockroach Insect spray	12 Nos.
37.	Small Pressure Pump	07 pcs
38.	Mister Toll Brush	03 Nos.
39.	Plastic June (Big)	10 Nos.
40.	Foam Can ( 5 Ltr).	05 Can
41.	Room Freshener Machine	12 Nos.
42.	Room freshener Machine Riffle	24 Nos.
43.	Odour Repalant Holder	10 Nos.
44.	Cystem after wash	50 Nos.
45.	Machine pad (White/Red/Black)	01 Nos. each pad
46.	Urinal Plastic filter	40 Nos.

- Note:** 1) All monthly requirement as detailed above has to be deposited in NIOS, Maintenance Unit/Store and would be issued for consumption once in a week. This is tentative requirement and may slightly increase or decrease or may remain the same, if the requirement increases the firm will have to manage it and if the requirement decreases the same consumables will be carried forward for next month use.
- 2) In case agency not supplying cleaning material and chemical as mentioned in **List of Consumables-II** and **List of Chemicals-III** the same shall be deducted as per market rates/MRP rates.

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## LIST OF CHEMICALS – III

### National Institute of Open Schooling (NIOS)

A-24/25, Sector – 62, Noida – 201309 (U.P),

A-31, Sector – 62, Noida – 201309 (U.P)

&

at C/o Central Warehousing Corporation (CWC) NIOS Book Store, Delhi-110033

#### (List of Chemicals)

Sl. No.	Item	Quantity Per Month
1.	Bathroom Cleaner	25 litres
2.	Hard Surface Cleaner	15 litres
3.	Glass Cleaner	15 litres
4.	Urinal & Bowl Cleaner	15 litres
5.	Floor Polisher	15 litres
6.	Floor Cleaner	15 litres

**Note:** 1) All monthly requirement as detailed above has to be deposited in NIOS, Maintenance Unit/Store and would be issued for consumption once in a week. This is tentative requirement and may slightly increase or decrease or may remain the same, if the requirement increases the firm will have to manage it and if the requirement decreases the same consumables will be carried forward for next month use.

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**TECHNICAL BID FORM**

(TENDER FORM FOR PROVIDING MECHANIZED HOUSEKEEPING SERVICES)

(**Note:** All columns should be legibly filled in by the tenderers. Documentary proof as mentioned in the tender document and here are must to be attached).

After having gone through the terms and conditions as enumerated in this tender form for MECHANIZED HOUSEKEEPING SERVICES to NIOS Offices, I/We agree to abide by all the terms and conditions contained in your tender document.

1. Name of the company.....
2. Name of the authorized person submitting the Bid “Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....  
.....
5. Address of the company.....
6. Tel no. with STD code (O)... ..... (Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address (if any) .....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other - Please specify.....
12. Name of Director/owner or partner (s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number .....
16. Permanent Income Tax number,.....  
**(Please attach copies of income tax return for last three years)**
17. GST No.....  
**(Please attach copies of GST Number)**
18. TIN Number.....
19. EPF Registration Number.....

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20. ESIC Registration Number.....
21. Particulars of EMD
- i) Demand Draft / B.D./Cash Receipt No. ....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BD/DD.....
22. Whether the firm is having minimum **three years experience** of Housekeeping services in atleast one Central/State Govt./ Semi Govt. Organization/ Undertaking/Pvt. Ltd. Company, etc. **Yes/No**  
(If so, please attach a photocopy thereof.)
23. Whether the firm is having **minimum annual turnover of Rs. 1 Crore per year** in all the three years on an average basis i.e. 2014-15, 2015-16 and 2016-17. **Yes/No**  
(To be certified by the Chartered Accountant).  
If so, Please attach a photocopy thereof.
24. If you have any present assignment in hand, indicate name and address of the Office(s) where presently providing housekeeping services (Proof should be enclosed) .....  
.....  
.....
25. Total manpower working in your firm (Please attach proof)

I/We undertake that our company will comply to the Minimum Wages norms including bonus and deduction & deposit towards EPF & ESI as fixed by the Central Govt., Ministry of Labour and Employment as on date and submit required relevant certificate/proof thereof to NIOS to this effect and any violation in this regard may cause termination of the contract without assigning any reason at anytime.

I/We also certify that I/We am/are not providing Security services to NIOS.

**All the terms and conditions as mentioned in the tender document are acceptable to me/us.**

Signature of the Tenderer/Authorized Signatory  
Name of the tenderer .....  
Address of the Tenderer.....  
Seal of the Firm:  
Telephone No/ Mobile No. ....

**PRICE SCHEDULE / FINANCIAL BID FORM****National Institute of Open Schooling (NIOS)**

A-24/25, Sector – 62, Noida – 201309 (U.P),

A-31, Sector – 62, Noida – 201309 (U.P)

&amp;

at C/o Central Warehousing Corporation (CWC) NIOS Book Store, Delhi-110033

**TABLE –A**

<b>Sl. No.</b>	<b>Category</b>	<b>Quoted amount all inclusive per month (Rs.)</b>
1.	Hiring charges for <ul style="list-style-type: none"> <li>• Housekeeping Staff Total 28 Nos.</li> <li>• Supervisors ..... Total 2 Nos.</li> </ul> (i.e. Housekeeping Staff for NIOS HQ – 17 Nos. (Supervisor-1), NIOS Regional Centre – Total 8 Nos. (Supervisor-1), Book Store Delhi – Total 3 Nos.) (Break-up to be given in Table - B)	
2.	Machineries Rental (Applicable for A-24-25 & A-31, Sec-62, Noida)	
3.	Cleaning Material Charges (Lump sum/per month) (as per <b>List of Consumables-II</b> for NIOS HQ Building, NIOS, Regional Centre building Sector-62, Noida and NIOS Book Store at CWC Rana Pratap Bagh, Delhi-110033)	
4.	Chemical Charges (Lump sum/per month) (as per <b>List of Chemicals-III</b> for NIOS HQ Building , NIOS, Regional Centre building Sector-62, Noida and NIOS Book Store Delhi-110033)	
5.	Service Charge	
	<b>Total Bid Price</b> <b>(per month total of Sl. No.1 to 5)</b>	
	(Rupees .....	

**Note:** No overwriting and cutting is allowed

2. NIOS, being an educational institution, is not required to pay GST on input services which are exempted under GST regime like input service received for transportation of staff, catering, security of cleaning or housekeeping services. However NIOS is required to pay applicable GST on input services other than exempted services of which input tax credit can be availed and can be set off against output tax liability.

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**TABLE - 'B'**

**Table B for NIOS HQ Building A-24-25, NIOS Regional Centre A-31, Sector-62, Noida, UP and NIOS Book Store at CWC Rana Pratap Bagh, Delhi-110033**

(PRICE BREAK-UP FOR HOUSEKEEPING STAFF AND SUPERVISOR)

Category	Minimum Wages including DA (As per Central Government, Ministry of Labour and Employment norms) or QUOTED WAGES	ESI	EPF	EDLI	Any other charges	Cost per head/per month	Number of Persons Required	Total Cost of Housekeeping Staff (g×h)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
Housekeeping Staff							28	
Supervisor							2	
<b>Total Housekeeping Staff (Rs.)</b>								

**Note:** No overwriting and cutting is allowed

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## TABLE - 'C'

### Table C for NIOS HQ Building A-24-25 and NIOS Regional Centre A-31, Sector-62, Noida, UP

(PRICE BREAK-UP FOR MACHINERY RENTAL)  
(Refer List of Machineries-I)

Sl. No.	Type of Machine	Recommended Brand and Model (Refer List of Machineries-I)	Number of Machines Required	Quoted Rental Charges per Unit per month	Quoted Amount
1	Single Disc Scrubber		02		
2	Wet & Dry Vacuum Cleaner		02		
3	Dry Vacuum Cleaner		02		
4	High Pressure		02		
		Total Quoted Amount for Machinery Rentals (Rs.)			

**Note:** No overwriting and cutting is allowed

- i. The bidder should quote the details of quoted prices in **Table 'B'** and **Table 'C'** i.e. the Bidder is required show the **price break-up** of each of the above quoted category in Table 'B' and Table 'C'.
- ii. Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- iii. Prices shall be valid for a period of **one year**. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agree, if found reasonable by the Client.
- iv. The charges shall be on 26 days a month basis (as per the norms of Government).
- v. **The quoted consolidated monthly amount prices shall be inclusive of all charges including NIOS contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform etc.**
- vi. All disposal of the garbage of the building, lawn, park etc i/c grass and plants disposal shall be disposed off by the agency through manual /mechanical means from NIOS buildings to dumping ground or as marked by authorities.

(Note:- NO extra payment shall be made by NIOS for this purpose.

The disposal shall be done on daily basis as per direction of NIOS.

- vii. The Contractor shall mandatorily ensure that the cost per head as shown in Table 'B' is paid as monthly wages to their employees who are deployed in Client's premises for different services.

Signature of Tenderer /Authorized signatory with stamps

**FORM-I**

**CONTRACT AGREEMENT NO..... DATED .....**

THIS AGREEMENT is made on ..... between National Institute of Open Schooling (NIOS) (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at National Institute of Open Schooling (NIOS), A-24-25, Sector-62, NOIDA-201309, UP.

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing mechanized housekeeping services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated .....for “availing mechanized housekeeping services at its office under Tender No. 01 (One)
- II. AND WHEREAS the Contractor submitted his bid vide ..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.
- III. AND WHEREAS the Client has selected M/s..... as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance No. ...., to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].
- IV. AND WHEREAS the Client desires that the mechanized housekeeping services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the mechanized housekeeping service of its premises in case the Contractor fall into breach of the terms and conditions as stipulated in the Tender Documents and shall waive its claim whatsoever in this regards.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing mechanized housekeeping services in the Client’s premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be

submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance issued by the Client.
  - (b) Notice to Proceed issued by the Client
  - (c) The complete Bid, as submitted by the Contractor.
  - (d) The Addenda, if any, issued by the Client.
  - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
  - (f) Charges - Schedule annexed to this Article of Agreement
  - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of  
**Office of the  
National Institute of Open Schooling (NIOS)**

(Authorized Signatory)

(Authorized Signatory)

## FORM-II

### PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period : From ..... to .....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

WHEREAS Office of the National Institute of Open Schooling (NIOS) having its office at A-24-25, Institutional Area, Sector-62, NOIDA-201309, UP (hereinafter referred to as “The Owner” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance] (“Contract”) with [insert name of the Successful Bidder] .....(hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of mechanized housekeeping services (“Mechanised Housekeeping Services ” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligation.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the “Bank”) having its registered office at [insert the address]..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the

Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand.

The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PGB values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire after 60 days of date of completion of contractual obligations of the service provider including the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfill its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....  
..... granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

### CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>Technical Bid</b>		
3.	Have you enclosed the EMD of Rs. 1,80,000/- in the Technical Bid?	
4.	Have you taken prints of all the Sections of Tender, in the Prescribed paper size. Please attach pages from 4 to 29 with Technical Bids and 36 to 38 with Financial Bids duly signed and stamped by the tenderer.	
5.	Have you attached proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you attached Audited Balance Sheets, Audit Reports?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate?	
5.4	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Depts. of the last '3' years?	
5.5	Manpower : Have you attached proof of manpower?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
<b>Financial Bid</b>		
7.	Have your Price Schedule/Financial Bid proposal is duly filled?	
8.	Have you quoted prices against each of the category with break-up as asked by NIOS?	

## **TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

Date: .....

To,

The Secretary

National Institute of Open Schooling (NIOS)

A-24-25, Institutional Area, Sector-62,

NOIDA-201309, UP

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: .....**

**Name of Tender / Work: Mechanized Housekeeping Services in the A-24-25, Sector-62, Noida (H.Q) building, NIOS, Regional Centre building A-31, Sector-62, Noida and NIOS Book Store at CWC Rana Pratap Bagh, Delhi-110033.**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [www.nios.ac.in](http://www.nios.ac.in) and <https://eprocure.gov.in> 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 tender documents from Page No. 1 to 29 (including all documents like lists, annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s), if any issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(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 therefore summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)