

Madhya Pradesh State Electronics Development Corporations Ltd

Tender Document  
For

Providing Housekeeping and Facility Management Services

at State IT Centre,

47 'A', Arera Hills, Bhopal  
(Tender No. MPSEDC/P&A/2017/03)

M P State Electronics Development Corporation Ltd.

State IT Center, 47A , Arera Hills Bhopal - 462011 ,M.P

Ph.0755-2769605, Fax: 0755-2769824

[www.mpsedc.com](http://www.mpsedc.com)

**SECTION - I**  
**INVITATION OF BIDS**

Chief General Manager, MPSEDC Ltd., Bhopal invites sealed bids, under two envelopes system, from prospective contractors / reputed Indian agencies for providing House Keeping and Facility Management Services at State IT Centre, 47'A', Arera Hills, Bhopal for a period of three years. Interested Bidders may obtain further information from the office of MPSEDC Ltd., Bhopal. Bids are invited for the work mentioned hereunder:

Particular	Details
Name of the Client	Madhya Pradesh State Electronics Development Corporation Ltd. (MPSEDC)
Address and Concerned person for Correspondence	Chief General Manager, MPSEDC, State IT Center, 47-A, Arera Hills, Bhopal, Madhya Pradesh
Date of Pre-Bid Conference	26.12.2017 , 4:00 pm
Venue of Pre-Bid Conference	Conference Room, 2nd Floor, State IT Centre, 47 A Arera Hills, Bhopal, Madhya Pradesh
Purchase of Tender Start Date	19.12.2017
Purchase of Tender End Date	09.01.2018
Last date of Bid Submission	10.01.2018 , up to 3.00 pm
Cost of document	Rs. 1000.00 + Processing Fees (non-refundable) to be paid online through the e-procurement portal.
EMD / Bid Security Amount	Rs. 50,000/- only to be paid online through e-procurement portal. <b>EMD in form of Bank guarantee not acceptable.</b>
Date and time for opening of Technical Proposal	10.01.2018, 4:30 pm.
Date and time for opening of Financial Proposal	The date and time would be communicated to the qualified bidders
Performance Bank Guarantee	The successful bidder shall be required to submit performance guarantee equivalent to 10% of the order value for the satisfactory performance/completion of the complete order (Including warranty period plus Three months), in the form of bank guarantee with MPSEDC LTD.
Method of submission of Proposal	Only through e-Procurement portal of MPSEDC (website <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> )

Particular	Details
Validity of Bids	Minimum 180 days from the due date of submission of proposal as mentioned in this TENDER or the subsequent corrigendum (if any)
Name of the Client	Madhya Pradesh State Electronics Development Corporation Ltd. (MPSEDC)
Address and Concerned person for Correspondence	Chief General Manager, MPSEDC, State IT Center, 47-A, Arera Hills, Bhopal, Madhya Pradesh

**Note:**

- Tender document can be viewed/ downloaded from the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) Bidder has to submit the processing fee and other applicable fee (if any) with tender only.
- Any further corrigendum/ addendum shall be uploaded on the [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

## SECTION - II

### Letter for Submission of Tender

Ref. No.

Dated:.....

To  
Chief General Manager  
MP State Electronics Development Corporation Ltd  
State IT Centre, 47 Arera Hills  
Bhopal - 462011 (M P).

Ref: "Providing House Keeping and Facility Management Services at State IT Centre, 47 A ,Arera Hills , Bhopal" against Tender no. : MPSEDC/P&A/2017/03

Dear Sir,

Having examined the tender document relating to the Providing House Keeping and Facility Management Services at State IT Centre, 47A, Arera Hills, Bhopal as detailed in your tender, Terms & Conditions and scope of work, etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the House Keeping and facility management services in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & commercial Bid.

If after the tender document is accepted, we fail to complete the commissioning of the items as per the order. We agree that, M/s. MPSEDC Ltd. Bhopal shall have full authority to forfeit the Earnest Money and cancel our order with no obligation on their part.

1. We Further confirm that – we have deposited Earnest Money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) Online.
2. In case we are chosen as a Successful Bidder, we shall submit the PBG in the form prescribed in the TENDER.
3. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
4. We have sufficient trained and experienced workers and necessary materials to execute the order efficiently in the specified time schedule.
5. The quoted rates shall be valid till the completion of the order but not less than 180 days.
6. We agree that you are not bound to accept any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Tender response.
7. We hereby declare that our Company / Firm is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any state/Central Govt., Semi-Government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt/ fraudulent or any other unethical business practices.

**Signature of the Lead Bidder  
With stamp and date**

**SECTION - III**  
**INSTRUCTIONS TO BIDDERS**

**2. Introduction of MPSEDC**

M.P. State Electronics Development Corporation Ltd. is the bidder of the state working towards promotion & implementation of IT and e-Governance. It is the single-point of access to any IT business opportunity in Madhya Pradesh and encourages various players in the field of IT to come forward and invest in the state of Madhya Pradesh.

MPSEDC is committed to generate IT business for the public/private sector with a mandate from the Government to develop IT in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses

MPSEDC has its Head office at State IT Centre ,47 Arera hills Bhopal located in the area of approximate 5460 sq meter with 5000 super Built area . MPSEDC proposes to deploy a House Keeping Service Bidder who would keep the premises of the corporation neat and clean . Accordingly MPSEDC is issuing this Tender to select the appropriate House Keeping Service Bidder

**3. Scope of Work**

The detail scope of work to be performed by the selected bidder is given in Section – IV

**4. Instructions to the Bidders**

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the Tender document.

***a. Availability of TENDER Document***

The Tender document is available and downloadable on following websites:

a) <http://www.mpeproc.gov.in>

Tender Fees (non-transferable & non-refundable) must be paid online at e- procurement portal (<http://www.mpeproc.gov.in>).

## ***b. Pre-bid Meetings and Clarifications***

### **i. Clarifications**

The prospective Bidder requiring any clarification on the TENDER shall contact MPSEDC through email by sending the queries at [personnelandadministration@mpsedc.com](mailto:personnelandadministration@mpsedc.com). **The queries, if any, shall be submitted by the bidders as per the format given in enclosed along with tender.** The MPSEDC would provide clarifications to only those queries which would be received before the due date as mentioned in Bid data sheet. All future correspondence/corrigendum shall be published on [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

### **ii. Pre-bid Conference and Issue of Corrigendum**

a) A Pre-Bid conference of all the interested bidders shall be held at the scheduled date and time as per the details mentioned in the Bid Data Sheet.

b) MPSEDC reserves the right to make any kind of amendments or in the terms and conditions of TENDER before the due date of submission of bid. Any change/ clarification/ corrigendum would be uploaded on the e- procurement portal. This will form a part of this Tender document

c) MPSEDC at its discretion may extend the due date for the submission of bids.

## ***c. Preparation and Submission of Proposal***

### **i. Completeness of Bids**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications. The response to this TENDER should be full and complete in all respects. Failure to furnish the information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The TENDER Document is not transferable to any other bidder.

### **ii. Language**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only.

### **iii. Preparation and Submission of Bid**

The bidder is responsible for registration on the e-procurement portal ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684. The Bidder shall submit the proposals online as described below-

- a) Proposal that are incomplete or not in prescribed format may be rejected.
- b) The Technical and Financial proposal should be submitted only through the e-procurement Portal.
- c) Technical Proposal - Scanned copy in PDF file format, signed on each page, with file name clearly mentioning: "Technical Proposal for MPSEDC Tender No MPSEDC/P&A/2017/03" The proposal should be as per the Technical Proposal format provided in Section-V: Technical Proposal Formats
- d) Financial Proposal – Scanned copy in PDF file format, signed on each page, with file name clearly mentioning: "Financial Proposal for MPSEDC Tender No MPSEDC/P&A/2017/03" The proposal should be as per the Financial Proposal format provided in Section VI.
- e) The financial Bid shall be **excluding GST and inclusive of all other taxes & duties** Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- f) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
- g) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- h) The bid has to be submitted only through online through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) website. No physical submission of bids would be acceptable.

#### **iv. Late Bids**

Proposal after due date and time shall not be accepted.

#### **v. Tender Validity**

The TENDER offer must be valid for 180 days from the due date of submission of proposal as mentioned in this TENDER or the subsequent corrigendum (if any). However, MPSEDC in consultation with Concerned Dept. may extend this period, if the bidder accepts the same in writing.

#### **vi. Cost and Currency**

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

#### **vii. Interpretation of the clauses in the Tender Document**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the MPSEDC interpretation of the clauses shall be final and binding on the bidder.

The decision taken by the MPSEDC in the process of Tender evaluation will be full and final.

### **viii. Amendment of Tender Document**

At any time prior to the deadline for submission of bids, MPSEDC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the e-procurement website for updates, modification and withdrawal of Offers.

### **ix. Deviations**

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition and other requirements specified in the TENDER.

### **X. Earnest Money Deposit (EMD) / Bid Security**

a) The Bidder shall furnish a bid security as per the amount mentioned in Bid Data Sheet online through e-procurement portal.

b) No interest shall be payable on EMD under any circumstances.

c) Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity or after awarding Tender to successful Bidder.

d) In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee, as per Annexure III.

e) The EMD shall be forfeited by MPSEDC, on account of one or more the following reasons-

- If a bidder withdraws its bid during the period of bid validity
- If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder)
- Fails to furnish performance bank guarantee as specified in annexure
- Information given in the proposal is found inaccurate/incomplete

### **d. Qualification Criteria and Bid Evaluation**

#### ***a. Evaluation Methodology***

#### **i. Tender Opening**

a) Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee (Payable Online through the portal) shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.



b) In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.

c) The EMD/ bid security will be opened at MPSEDC, in the presence of Bidders' representative who may choose to attend the session on the specified date, time and address.

d) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, can attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by MPSEDC through [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

f) To assist in the scrutiny, evaluation and comparison of offers, the MPSEDC may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by MPSEDC in the evaluation of the bids.

## **ii. Tender Evaluation**

To evaluate the Tender the MPSEDC shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

a) The MPSEDC will evaluate and compare the bids that have been determined to be substantially responsive.

b) Tender Evaluation Committee shall review the Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.

c) The Financial Proposals of only those Bidders who have been qualified Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

## **iii. Failure to Agree with the Terms and Conditions of the TENDER**

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event MPSEDC would reject the proposal and forfeit the EMD as specified in the document.

**b. Eligibility Criteria**

#	Eligibility Criteria	Documents to be Provided
1.	The bidders must be a company or firm incorporated and registered in India	Certificate of Incorporation along with MOA and AOA.
2.	The Bidder must have a registration with provident fund, ESIC, and must have PAN Number, GST Number (Photocopies of the same to be enclosed as proof).	Attach copy of provident fund, ESIC, PAN Number, GST Number registration.
3.	Must have executed minimum 3 orders in last 5 years for providing House Keeping Services Satisfactorily to any Central/State PSU/Department or Private Limited firms of repute/3 star Hotels/Malls, etc	Experience in the field of Housekeeping services will be considered on the basis of registration under ESIC Act/Companies Act/ <b>partnership firm / Proprietorship firm</b> registration/ Shop and Establishment Act, minimum 3 orders of providing House Keeping Services in last 5 years etc. to be attached
4.	The Bidder must have deployed at least 20 Housekeeping Man-Power in 03 Institutions/Organization (each) in last three years.	Satisfactory completion from the authorized representatives of the client along with the work order to be submitted
5.	The bidder must have an annual average turnover of at least <b>Rs.50 lakhs</b> in last 3 financial years (FY <b>2013-2014</b> , 2014-2015 & 2015-2016)	CA certificate & audited Balance sheet of <b>FY 2013-2014</b> , 2014-2015 & 2015-2016
6.	Registered office or one of the branch office of the Bidder must be located in Bhopal (Bhopal address to be furnished). If the vendor does not have an office in Bhopal M.P. he should establish the same within three months of receiving work order.	Copy of registration office in Bhopal or submit a declaration that they will establish a office in Bhopal within 3 months of work order if successful bidder.

### **c. Qualification Criteria of Bid**

- MPSEDC reserves right to visit (or conduct telephonic verification) bidder's customers where such a similar project execution has taken place.
- Bidders who qualify in the Eligibility criteria shall be considered for financial evaluation.

### **d. Financial Bid Evaluation**

The financial bids for Eligible bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with lowest bid value may be declared as Lowest Bidder (L1).

### **e. Selection of the Bidder**

- a) The technically qualified bidder with L1 rate shall be the successful bidder.
- b) In the event that any successful bidder (L1) withdraws or is not ready for engagement for any reason, MPSEDC may invite the vendor with next lowest rate (L2) for engagement provided L2 bidder is ready to accept the rate quoted by L1 bidder.

### **f. Confidentiality**

- a) Any attempt by a Bidder to influence MPSEDC in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- b) If any Bidder wishes to contact the MPSEDC during/after opening of the Bid to award of contract. He may do so in writing.

## **Terms and Conditions**

### **i Performance Bank Guarantee (PBG)/ Security Deposit**

The Successful Bidder shall be required to submit PBG as follows

#### **Performance Security:**

The project will carry a performance guarantee for **Three years plus six months**. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid for the three years plus six months. The Successful Bidder shall have to submit the PBG as per the format given on Annexure III The PBG will be discharged / returned by MPSEDC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee Performance security should be submitted within **15 days of receiving the work**

**order.** The Performance Security can be in the form of Bank Guarantee in favour of MPSEDC Ltd., Bhopal/ concerned dept. On submission of Performance Security, EMD amount submitted will be returned.

***ii Taxes and Duties***

Rates should be **Exclusive of GST** but inclusive of all other taxes duties .

**iii. Period of Contract .**

The contract is for a period of **3 yrs** and can be extended for a further period of two years on mutual agreement.

**iv Inspection of site**

The Prospective bidders can inspect the site in-between 11.00 to 5.30 pm on all working days. No extra charges shall be payable for non awareness of the site conditions and constraints.

**v Transfer / Sub-Contracting**

The bidder has no right to give, bargain, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

**vi. Resolution of Disputes**

a. MPSEDC and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

b. If, after thirty (30) days from the commencement of such informal negotiations, MPSEDC and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at Bhopal and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English

c. In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Court in Bhopal.

**vii. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Courts at Bhopal only.

### ***viii. Indemnity***

The successful bidder shall indemnify, protect and save MPSEDC and MPSEDC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements and the services rendered under this Tender.

### ***ix. Publicity***

Any publicity by the bidder in which the name of the MPSEDCr is to be used should be done only with the explicit written permission of the MPSEDC

### ***x. Force Majeure***

- The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of MPSEDC in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of MPSEDC in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### ***Xi. Right to terminate the process***

MPSEDC, reserves the right to accept or reject any Tender offer, and to annul the Tendering process and reject all Tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

MPSEDC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this TENDER does not constitute an offer by MPSEDC. The bidder's participation in this process may result in MPSEDC selecting the bidder to engage in further discussions and negotiations.

### ***xii. Limitation of Liability***

The maximum aggregate liability of successful bidder shall not exceed the order value.

**SECTION - IV**  
**SCOPE OF WORK& STATUTORY OBLIGATION**

The Bidder is intended for providing Housekeeping Services at State IT Centre, 47- A, Arera Hills, Bhopal- 462011 as per the detailed scope of work as below:

**1. Quantum of work:-**

1.1 Additional Chief General Manager MPSEDC Bhopal intends to appoint a reputed Contractor for providing Housekeeping services at the location detailed below:

Sr . No	Tender No	Location	Plot Area Sq Meter	Super Built up Area	Open Space	Toilet Block No.	Overhead/underground Tank No.
1.	Tender Notice No. 03: MPSEDC: P&A: 2017:16	State IT Centre, 47 'A' Arera Hills, Bhopal	5460 Sq. Mtr.	5000 Sq. Mtr.	3300 Sq. Mtr.	7	3

- Subject to change.

**2. SCOPE OF WORK**

The works of Housekeeping services stipulated under this contract include broadly the following nature of work:-

Keeping the inside premises clean daily of residues/used materials and maintenance of floors, rooms, offices, in the respective buildings and cleaning of toilets/lavatory blocks with phenyl, liquid soaps, neptha balls etc. including removing cobwebs, birds net etc. and disposal of garbage, wastes or any other sweeping garbage with all unskilled manpower, materials, tools and tackles etc as per details specifications and directions of the officer in charge on all the working days. The following procedure shall be adopted.

2.1 Sweeping, cleaning and wiping of closed and open area in entire building and surrounding area.

2.2 Dusting of furniture, office equipment, lightweight partitions, attachments and fixtures like fans, tubes, fire extinguishers, first aid boxes, fire alarm panels, notice boards as per periodicity prescribed.

2.3 Cleaning of water tanks (both underground as well as overhead) and well as per periodicity prescribed. Vendor has to ensure that person engaged for toilet cleaning will not be entrusted cleaning of water tank to maintain hygienic conditions.

2.4 Daily removing waste/garbage and dumping it at the place earmarked by the Local Municipal Authority for the purpose at the contractors' costs. The Bidder shall not dump it inside the premises.

2.5 Washing of tiles/concreted portion in the compound, sweeping and cleaning of terrace of all the buildings weekly.

2.6 Bidder shall also keep suitable supervisor to monitor the work.

2.7 The designated officers by Sr. General Manager (P&A) from MPSEDC will inspect the cleaning daily.

### **3. SPECIFICATION AND PERIODICITY OF CARRYING OUT THE ACTIVITIES:**

#### **3. 1) Cleaning of Urinals, Toilets & Bathrooms:**

- a) Toilet & Bathrooms shall be cleaned as per the time schedule given in Clause Nos. 4 & 5 Specification and periodicity of carrying out the activities of the Tender Document.
- b) For cleaning Toilet, the Bidder worker would sprinkle toilet cleaning material like Harpic, & then brush.
- c) Bathroom surface should be cleaned using Phenyl.
- d) Bidder should ensure that the Toilet pots are stain free
- e) Bidder should also ensure that both bathroom and toilets are free from any bad/foul smell.
- f) Bidder Shall keep a chart at suitable location and the Bidder supervisor will sign with date time on it after every cleaning.

#### **3.2) Cleaning of Floor:**

##### **a) Floor without carpet:**

(i) Floor/ Corridors will be cleaned as per the time schedule given in Clause Nos. 4 & 5 Specification and periodicity of carrying out the activities of the Tender Document.

(ii) The cleaning would be done first by brooming and then the floor would be mopped by water mixed with phenyl in 1:30 (one bucket of 20 litre with 100ml phenyl using rubber/cloth scrubber with bar type handle.

## **b) Floor with Carpet/Vinyl Floor:**

Such floors are to be cleaned as per the time schedule given in Clause Nos. 4 & 5 Specification and periodicity of carrying out the activities of the Tender Document with Vacuum Cleaner.

### **3.3) Inside Office:**

- a. Dusting of entire furniture and office equipment with appropriate dusting cloths to be cleaned as per the time given in Clause Nos. 4 & 5 Specification and periodicity of carrying out the activities of the Tender Document.
- b. Floor without carpet will be cleaned daily first by broom and then will be mopped by water mixed with phenyl.
- c. Carpets, Sofa, curtains and file racks the same will be cleaned by vacuum cleaner every Monday, Wednesday, Friday.
- d. Toilet inside the office shall be clean like mentioned in toilet and urinals.

### **3.4) General: Applicable to all**

- The entire floor area of including a stair cases, has to be swept as per the time schedule given in Clause Nos. 4 & 5 Specification and periodicity of carrying out the activities of the Tender Document.
- Dusting of light weight partitions, ceiling, fans, tubes and other fixtures, weekly preferably on Saturdays with wiping cloth/.
- Dusting of windows cleaning Glass Panel accessible both side by opening of windows. Windows have not accessible ordinary but required ladder such glass panel to be cleaned once in a Month.
- Washing of tiles in open/covered areas weekly once.
- Wiping the area of customer interface like, visitor's lawn, etc. daily (before 9.30 A.M) with suitable detergent as directed above.
- All passages, staircase should be swept and mopped out with water daily.
- Attachment on the walls like fire extinguishers, first aid boxes, notice boards should be cleaned daily.
- Cleaning of overhead/underground water tanks once in Quarter.
- Sweeping and cleaning of terrace of Technical, Administrative Buildings weekly.
- Removal of garbage/packing material from the entire rooms/halls/pantries/staircase daily.
- Cleaning of pantries/washbasins twice a day (with detergent/acid and put naphthalene balls).
- Cleaning of windows/doors/balconies/roof once in a week/as and when required.
- Cleaning of water coolers, dustbins, water flaks, and buckets with detergent at least once in a week as and when required during the week.
- Cleaning of sofa sets and curtains and file racks with vacuum cleaner thrice a week.
- Proper cleaning of brass doors knobs and name plates with brasso- once in week.
- Cleaning/sweeping of open area i.e. compound, basement, staircase, passages and toilets also to be carried out on Sunday and Holidays also as per requirement given by concerned authority.
- Toiletries and other cleaning materials including vacuum cleaner to be provided should be of high quality and branded one.



- Contractor shall provide all materials/consumables required for the work at his own expenses and nothing extra shall be paid by MPSEDC.

#### **4. Manpower**

- i. The contractor shall have to deploy minimum 15 Housekeeping Staff out of which minimum 5 female Housekeeping staff(un-skilled category),09 Male Housekeeping staff(un-skilled category), and 01(one) Semi skilled full time supervisor. **The skilled supervisor must be 12<sup>th</sup> passed with minimum 3 yrs of experience in administration of housekeeping works.**
- ii. The contractor before the start of work should submit the details of Supervisor and Housekeeping staff.The contractor must furnish the Mobile numbers of supervisor and semi skilled staff . The contractor shall only employ only trained and experienced workers having courteous manners, after verifying their antecedent.
- iii. The contractor also should furnish the full details regarding residential address, age, qualification, along with photograph & telephone number, Police verification etc of all housekeeping personnel records. Any subsequent change shall be done only after getting approval in writing from MPSEDC officer in-charge
- iv. The contractor should deploy one full time supervisor with mobile phone who shall report to the controlling officer daily. The Supervisor shall also visit all the offices daily to supervise cleaning activities. In order to ensure proper cleanliness the contractor has to take cleanliness certificate( under diary) for each floor from the controlling person set out by the MPSEDC officer In-charge
- v. The contractor shall issue name **badges to all its representatives with seal & sign of the authorized person of the bidder & MPSEDC** and ensure that they wear them while on duty without which their entry shall be prohibited by security . Contractor shall issue to all its workers, identity cards bearing their photographs this shall be ensured by the contractor, without any extra cost to MPSEDC.
- vi. The contractor shall provide proper uniform to its staff deployed at MPSEDC.
- vii. The attendance of Housekeeping staff shall be maintained in MPSEDC based on which the payment shall be made to the contractor.
- viii. No food and transport and any other amenity in the nature of perks will be provided by MPSEDC for contractors personnel.

- ix. MPSEDC will not be responsible for any injury sustained to the personnel deployed by the contractor during the performance of their duties and also for any damages or compensation due to any dispute between the bidder and its staff.
  
- x. The contractor shall assign the job of providing housekeeping service only to responsible workers and also assume full responsibility for the safety and security of the MPSEDC employees as well as essential store items while performing duties. MPSEDC shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to MPSEDC have to be compensated by contractor. The contractor shall remove forthwith any of its worker found undisciplined with knowledge of MPSEDC official.
  
- xi. The contractor shall make payment of salary to the personnel employed by 10th of every month and submit the receipt of PF & ESIC payment made against each personnel deployed in MPSEDC .Bank accounts of the staff deployed must be informed to MPSEDC.
  
- xii. The contractor would ensure healthy relations with his staff and settle workers grievances without disruption of the House keeping services.
  
  
- xiii. The contractor will ensure that no person deployed by it indulges in smoking, drinking alcohol, consumption of any intoxicants, chewing pan, tobacco etc unnecessarily loitering in the premises with work. If any person deployed by the contractor is found to be indulging in these activities, a penalty of Rs.100/- per person per incident will be live able by the department which will be intimated by the department to the contractor within 03 days of the deducted from monthly payment of the contractor.

#### **5. TIME SCHEDULE OF WORKS OF HOUSE KEEPING AND FACILITY MANAGEMENT ACTIVITIES**

The working hours will be from 08.30 am to 4.30 pm daily. A skeleton staff would be required beyond 4.30 pm on all working days to cater for emergency services. If a particular person is absent on any day another person should be deployed in his/her place. The personnel should attend to work punctually and complete the cleaning work of the entire office premises before 9.45 am daily. The personnel will perform all the duties assigned to the contractor and as specified by MPSEDC from time to time.

Sr.No.	Item	Activities involved	Frequency	Work to be completed During day and time.
01.	ACP surfaces on the periphery of the State IT Centre, 47 'A' Arera Hills, Bhopal.	Maintenance & cleaning of ACP surfaces on the periphery of the State IT Centre, 47 'A' Arera Hills, Bhopal.	Once in every Quarter or as required to maintain proper cleaning.	As per instructions
02.	Glass walls on the periphery of the State IT Centre, 47 'A' Arera Hills, Bhopal.	Maintenance & cleaning of Glass walls on the periphery of the State IT Centre, 47 'A' Arera Hills, Bhopal.	Once in every week or as required to maintain proper cleaning.	As per instructions
3.	Toilets	<p>1. Deep cleaning of the toilets including WCs and Urinals with attached water and washbasins by using disinfecting materials like phenyl, harpic, vim, surf etc., and also cleaning of all sanitary fittings, tiles and mirrors on the walls in the toilets.</p> <p>2. Sweeping the floor in &amp; mopping with water and Phenyl.</p> <p>3. Putting naphthalene</p>	<p>Two times a day or more often as required.</p> <p>Two times a day.</p>	<p>08.30 a.m. to 09.30 a.m &amp; 01-30 p.m. to 03-00 p.m</p> <p>08-30 a.m. to 09.30 a.m &amp; 01-</p>

		balls on urine pot & wash basins.	Daily or as required	30 p.m to 03-00 p.m
		4. Removal of blockages and clogging in the washbasins and other sanitary fittings in the toilets for smooth outflow of wastewater.	Daily or as required	08-30 a.m to 09-30 a.m
		5. Collect all the sweepings, garbage and wastes and dispose of the same to the nearest pit.	Daily or as required	08-30 a.m. to 09-30 a.m.
				8-30 a.m. to 09-30 a.m.
04.	Officer chambers & office rooms In all buildings	Sweeping the floor & mopping with water and phenyl. Dusting furniture, black boards, doors, windows, partitions including the particle board, glass and aluminum channels etc.	Daily	08-30 a.m. top 09-45 a.m
05.	Lobby, Passage and common area and rooms and canteen	Sweeping the Floor & mopping with water and phenyl.	Two times a day.	08-30 a.m to 09-30 a.m & 01-30 p.m to 03-00 p.m
06.	Corridors	Dusting of furniture,	Twice a week	As per

	including common space and canteen	windows, doors pelmets and curtains etc.		instructions
07.	Over head & Underground water Tank	Cleaning of water tanks once In a quarter	Once in a quarter	As per instructions
08.	Special cleaning activities	<p>1. Removal of cobwebs from all the places.</p> <p>2. Removal of dust accumulated on the walls, windows panes and ventilators in the toilets. Cleaning of windows (with glasses). Cleaning of all other common areas which are normally difficult to access.</p> <p>3. Cleaning of water coolers, dustbins, water flask and buckets with detergent.</p> <p>4. Cleaning of carpet, sofa sets, curtains and file rack with vacuum cleaner.</p>	<p>Fortnightly</p> <p>Fortnightly</p> <p>Once in a week</p> <p>Once in a week</p>	As per instructions
09.	Cellar	Sweeping/neating and removal of cobwebs	Daily	08-00 a.m. to 09-30 a.m
10.	Cable Chamber		Yearly or as required	
Wooden panels/doors first Saturday of the month				

**6. TIME SCHEDULE OF WORKS OF HOUSE KEEPING ACTIVITIES IN OPEN AREA**

<b>Sr. No.</b>	<b>Item.</b>	<b>Activities Involved</b>	<b>Frequency</b>	<b>Day and time</b>
01.	Open space	1. Sweeping mopping of front & back side of building.  2. Booming in the Ground.	Daily  Daily	As per instructions
02.	Drainage of toilets shaft area in all building	Cleaning & removal of mud etc. causing drainage blocking.	Fortnightly or as and when required	As per instructions
03.	Open Space	Washing between foyer to grill, toilet & open space near lift etc.	Daily	As per instructions

7. The contractor shall provide all the Housekeeping materials / consumables, such as Brooms, Cobweb sticks, Dusters, Mop sticks, Buckets, Mugs, Toilet Cleaner, Floor cleaner, Toilet fresheners, urinal cakes, cleaning powder, phenyl, Hand wash liquid, toilet cleaning brush, cleaning / dusting cloth, Water Wipers, Dust bins, Garbage bins, Naphthalene balls, Room Freshners, Black Hit & Red Hit etc., as required to execute the above jobs **as per list of items given in Technical bid by 5<sup>th</sup> of every month to MPSEDC. The material shall be issued by MPSEDC as per requirement.** In case the contractor fails to provide such materials in sufficient quantity as required for the job, such materials consumables shall be procured at the risk and cost of the contractor.

8. The contractor shall assign the job of providing housekeeping service only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. MPSEDC have to be compensated by contractor. The contractor shall remove forthwith any of its worker found undisciplined after the consent of MPSEDC.

9. The contractor shall affect insurance at their own cost for their personal and properties belonging to them. MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.

10. 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 may breach of this contract. MPSEDC may ask the contractor to produce documents to verify that the contractor complies with the provisions /law. In case the contractor fails to pay due wages to its workers. MPSEDC shall deduct such amount from the due amount of the contractor and pay the wages directly to the workers.

11. No sub contracting is permissible by the contractor.

12. The Bidders are required to quote their rates as per the specification given in the Financial Bid. In case of Revision in Minimum Wages then MPSEDC will reimburse the increased amount from time to time as per the revisions in the Minimum Wages Act on monthly basis on submission of separate bill for this purpose, over and above the monthly lump sum amount quoted by the Bidder in the Financial Bid, for revisions made in the Act from the date of the work order.

13. You are required to continue the services on similar rates and terms and conditions though there is increase of area of 500 sq.mtrs and one toilet.

#### 14. Statutory Obligations

(i) The payment of wages of the staff/worker should be made in accordance with the Minimum Wages Act. Any breach of such laws or regulations shall be deemed to be breach of this contract.

(ii) The Contractor will have to observe the statutory obligations imposed under the concerned applicable laws such as the Contract Labour(R&A) Act 1970 with Contract ,Labour(R&A) 1971. The Employees State Insurance Act 1948, the provident Fund Act, Minimum Wages Act 1948, the payment of Bonus Act, 1963, Act 1927, I.D. Act, 1947 and the provisions of Employment of Children Act 1938, House of Employment Regulation and Children Act 1938, . The Shops and Establishment Act., Etc. and other relevant Acts applicable and/or statutes that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.

(iii) The Contractor shall keep the MPSEDC indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which MPSEDC may be put to or involved as a result of Contractor's failure to fulfill any of the obligations here under and/or under statutes and/or any bye-laws or rules framed there under or any of them.

(iv) In case of accident arising out of and in the course of this agreement, MPSEDC will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever.

(v) All the taxes/levies/fee charges payable to Govt. Deptt./Local bodies shall be paid by the contractor & no claim whatsoever should be recovered from the MPSEDC.

#### **15. Payment of Contractor's Bill**

All bills concerning Housekeeping services payment shall be put up on monthly basis by the contractor to Sr General Manager (P&A). The bills would be verified based on the attendance of staff and bill of housekeeping material used by the contractor during the month. Wherever any claim for the payment against the Contractor arises as per the contract, the same may be deducted from the bill of the Contractor or from his security deposit. MPSEDC reserves the right to carry out post payment audit and technical examination of the bills and work executed including al, supporting vouchers etc. MPSEDC further reserves the right to enforce recovery of over payment when detected similarly. If any under payment is discovered, the amount shall be paid to the Contractor. Payment shall be made monthly for which the contractor shall submit the following documents along with bill:

i Copy of register of attendance & works carried out during the month for which bill for payment is submitted (as per agreed format before the start of work)

ii Copies of authenticated documents of proof of payments of EPF/ESI contribution,

iii A declaration from the contractor regarding compliance of the conditions of EPF/ESI Act in case of any exemption for such contribution.

iv Payment to contractor will be made within a month through crossed cheque /NEFT against proper bills submitted by the contractor.



## **16. Penalty**

16.1 In case of failure to perform daily services or if the quality of services is not satisfactory no payment shall be made for such area including imposing a penalty of maximum of 10 % of the daily approved rate .An additional penalty of Rs.100 (Rs. One Hundred Only) per day per toilet block shall be imposed for failure to carry out daily housekeeping services or unsatisfactory services of toilets.

16.2 For failure to perform weekly or fortnightly activities ,a penalty @10% of the monthly final bill amount (arrived at after all deductions pertaining to the work) shall be imposed.

16.3 If contractor fails to perform any of the activities as per agreement, then without prejudice to any penalty and recovery imposed, MPSEDC may carry out such part of the work at the risk and cost of the contractor.

16.4 Decision of designed officer of MPSEDC for this purpose shall be final and binding upon contractor

## **17. Termination of Contract**

-MPSEDC may without prejudice, to any other remedy for breach of contract may terminate the contract in whole or in parts.

-If the contractor fails to provide service to the satisfaction of MPSEDC within the period (S) specified in the contract or any extension thereof granted by MPSEDC.

- If the Contractor fails to perform any other obligation (s) under the contract.

-If the contractor does not follow the labour laws or other statutes in the matter.

-If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the MPSEDC may authorize in writing) after receipt of the default notice from the MPSEDC.

- MPSEDC may without prejudice, to other rights under law or the contractor provided service done at the risk and cost of the contractor, in above circumstances.

- In the event of such termination, the proportionate performance Guarantee/Security Deposit of the component of work terminated shall be forfeited completely.

-Depending upon the severity of negligence, MPSEDC reserves the right to blacklist the Bidder/contractor from further participation in any of MPSEDC tenders/Contracts. The decision of MPSEDC shall be final in this regard.

## **18. Termination of Insolvency**

The purchaser may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or

otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**19. Setoff**

Any sum of money due and payable to the contractor (including Performance/security deposit refundable to him) under this contractor may be appropriated by MPSEDC and set off the same against any claim of MPSEDC for payment of a sum- of money arising out of this contract or under any other contract made by contractor with MPSEDC.

**SECTION V**

Technical Bid for House Keeping and Facility Management Services at State IT Centre 47A, Arera Hills, Bhopal

**Technical Bid**

(Attested copies of Documents required to be submitted for establishing Bidders Eligibility and Qualifications.

Sr. No.	Description	Details (To be filled by the bidder and submission of relevant documents )
01	EMD Details	
02	Name of the Bidder	
03	Name of Chief Executive Officer and Telephone No.	
03	Bhopal (Regional) official address	
04	Phone No. and Fax No.	
05	Corporate Headquarters Address	
06	Phone No. and Fax No.	
07	Web Site Address	
08	Details of Company's Registration (Please enclose copy of the company registration document)	
09	Name of Registration Authority	
10	Registration Number and Year of Registration	

11	GST registration No.	
12	Permanent Account Number (PAN)	
13	EPF Registration No	
14	ESI Registration No	
15	Yearly Turnover of the Last 3 years 2014-2015 2015-2016 2016-2017 Average turnover (CA certificate of turnover & balance sheet to be attached)	
16	Name & address of the Banker	
17	List of Major Clients and the size of orders for same nature of work	
18	Must have executed minimum 3 orders in last 5 years for providing House Keeping Services Satisfactorily to any Central/State PSU/Department or Private Limited firms of repute/3 star Hotels/Malls, etc (Experience in the field of Housekeeping services will be considered on the basis of registration under ESIC Act/Companies Act/ Society Act/ Individual firm registration/ Shop and Establishment Act. Minimum 3 orders of providing House Keeping Services in last 5 years etc. to be attached)	
19	The Bidder must have deployed at least 20 Housekeeping Man-Power in 03 Institutions/Organization (each) in last three years. (Satisfactory completion from the authorized representatives of the client along with the work order to be submitted)	
20	Consent to Deploy Manpower for execution of work as per tender Semi skilled -01 Nos (12 <sup>th</sup> passed)	

	Female unskilled – 5 Nos Male unskilled- 9 Nos Total= 15 nos	
21	List of consumables proposed to be used with quantity /make per month.	
22	List of equipments proposed to be used for the work as per tender work requirements.	

**Note: Separate sheets may be attached wherever necessary**

**Contact Details of officials for future correspondence regarding the bid process:**

<b>Details</b>	<b>Authorised Signatory</b>	<b>Secondary Contact</b>
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully

[Authorized Signatory]  
 [Designation]  
 [Place]  
 [Date and Time]  
 [Seal & Sign]  
 [Business Address]

## SECTION VI

### Financial Bid

Tender for House Keeping and Facility Management Services at State IT Centre 47 A, Arera Hills Bhopal.

S.No	Description	Rate	Taxes	Amount	Frequency
1	Work Contract for maintenance and cleaning of State IT Centre 47- 'A' Arera Hills, Bhopal building including manpower as specified in technical bid, one semi-skilled, fourteen un-skilled (wages shall be as per the Minimum wages prevailing at the time of bidding) (Minimum wages, ESI ,EPF & other statutory obligation for manpower)				Per Month
2	Consumables and allied accessories & Equipments given in Technical bid (considering scope and quantum of work given in the tender document) for housekeeping and facility management works of State IT Centre 47- 'A' Arera Hills, Bhopal building				Per Month
3	Maintenance and cleaning of ACP Surfaces on the periphery of the State IT Centre 47- 'A' Arera Hills, Bhopal building Charges per quarter of 3 month each.				Per Quarter
4	Service charges of Bidder for Maintenance and cleaning excluding Consumables & accessories( <b>to be provided in percentage &amp; amount</b> )				Per Month
	Total in Figures				
	Total in words				

Note :

- The contract is for a period of **3 yrs** and can be extended for a further period of two years on mutual agreement.
- Payments shall be based on the actual.

- Consumables and allied accessories & Equipments as per list of items given by the bidder in Technical bid shall be provided by 5<sup>th</sup> of every month to MPSEDC. The material shall be issued by MPSEDC as per requirement.
- The Bidder is required to quote their rates as per the present minimum wages of Madhya Pradesh. In case of Revision in Minimum Wages then MPSEDC will reimburse the increased amount from time to time as per the revisions in the Minimum Wages Act

**Format for Queries**

To  
Addl. Chief General Manager,  
MPSEDC, State IT Centre,  
47A, Arera Hills, Bhopal

**Sub:** Submission of Queries

**Ref:** providing House Keeping and Facility Management Services at State IT Centre, 47A,  
Arera Hills, Bhopal

(Tender No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir,

We have gone through the bid document and have following queries:-

S. No.	Clause No in TENDER	Page Number	Query

Request your kind response of the same.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal]

[Business Address]

**CONTRACT AGREEMENT**

**FOR PROVIDING HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES**

1. This agreement is made on \_\_\_\_\_ between \_\_\_\_\_ a Housekeeping services Bidder providing the services to various establishments and Industrial units, having its registered office at \_\_\_\_\_ (hereinafter referred as "**Bidder**") which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the first part and M.P. State Electronics Development Corporation Ltd., incorporated under the Companies Act 1956 and having its registered office at State IT Centre, 47-A, Arera Hills, Bhopal – 462011 (hereinafter referred as MPSEDC which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the second part represented by Senior General Manager (P&A) of the Corporation.
2. \_\_\_\_\_, the Bidder having sufficient experience in providing Housekeeping services to Industrial Establishments, Offices, Units and Institutions and is desirous of extending its services to the MPSEDC.
3. MPSEDC having their offices at Bhopal is desirous of availing services of the Bidder for providing Housekeeping services.
4. Both the parties have agreed to enter into an agreement to avail/provide Housekeeping services in the office of MPSEDC Ltd. w.e.f. \_\_\_\_\_ for a period of two years.
5. The Bidder shall undertake Providing Housekeeping services in the office of MPSEDC.
6. Bidder shall be fully responsible for discipline and turnout of their personnel during their duty hours at specified time.
7. The rates quoted should be on FIRM & FIXED basis.
8. The Bidder shall not at any time during the currency of this agreement sub-contract the job entrusted to them for performance to any other party.
9. The Bidder shall affect Insurance at their own cost for their personal and properties belonging to them, MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.
10. In the event of dispute arising out of this agreement, the Managing Director, MPSEDC, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.
11. The contract once awarded can be terminated by either party after giving one



month notice to the other party. Nevertheless, MPSEDC may terminate the contract of the Bidder without any notice in case the Bidders' services are not up to the mark and proper cleanliness is not maintained and commits a breach of any of the terms of the contract and Security Deposit will be forfeited. MPSEDC's decision that a breach has occurred will be final and shall be accepted without demur by the Bidder.

12.The MPSEDC shall in no way be responsible for any default with regard to any statutory obligation and the Bidder will indemnify MPSEDC in case of any damage or liability, which may arise on account of action of Bidder.

13.The Bidder shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (Shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any Bidder/sub- Bidder(s) and the Bidder shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or Industrial Legislation from time to time in force).

14.Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the Bidder.

15. MPSEDC shall in no way be responsible in any dispute of whatever kind, between the Bidder and the staff engaged by him.

16.The Bidder shall arrange to render efficient service as per the terms & conditions of the tender/agreement. However, in case the Bidder fails to maintain the service to the satisfaction of MPSEDC and any expenditure incurred therein for alternative arrangements by MPSEDC shall be recovered from the Bidder.

17.The staff deployed by Bidder shall be versed with the job requirement and shall not be changed without information to MPSEDC.

18.All bills concerning Housekeeping services payments shall be put up by the Bidder to Chief General Manager (P&A) for his verification and then only it shall be further processed and forwarded by P&A to Accounts Department for the payment of these bills.

19.The Bidder will work in close co-operation with P&A Dept. of MPSEDC for the repair & Maintenance services as per tender.

20.The Bidder shall ensure that no inward/outward material movements takes place from MPSEDC premises without proper documents and, papers found completed in every respect and signed by authorized signatory of MPSEDC which shall be communicated to the Bidder, from time to time.

21.The MPSEDC will not be responsible for any injury sustained to the personnel deployed by the Bidder during the performance of their duties and also for any damages or compensation due to any dispute between the Bidder and its staff.

22.The scope of the work and/or tenure of the contract shall be valid for **a period of three years.**

23.The Bidder shall have to provide employees in proper uniforms for services.

24. The Bidder shall have to deploy Minimum 15 Housekeeping staff out of which Minimum 05 female Housekeeping staff (Un-skilled Category), 09 Male Housekeeping Staff (Un-skilled Category) and one full time Supervisor (Semi –Skilled).

- The Bidder before the start of work should submit the details of its housekeeping staff and supervisor. The Bidder also should furnish the full details regarding residential address, age, qualification along with photograph & telephone number of all housekeeping personnel for records. Any subsequent change shall be done only after the intimation to the MPSEDC officer In Charge.

-The Supervisor shall report to Senior General Manager (P&A) on daily basis regarding the housekeeping work undertaken in the Corporation.

25. The Bidder shall have to pay the Minimum Wages to the engaged staff, as per Minimum Wages Act. EPF, ESI etc. as per the respective Acts, must be deducted and deposited as per the prevailing provisions of the Act and amendments made there on from time to time. The deployed staff would be the employees of the Bidder and they will no way be treated as the employees of MPSEDC.

26. The Bidder shall be responsible for compliance of all statutory obligations under Contract Labor (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act, Payments of Wages Act or any other applicable law in force in India at the time of award of the contract or in future.

27. The Bidder must pay its employees the wages as per the Minimum Wages Act as may be applicable from time to time. Non- compliance of this clause shall be sufficient reason for cancellation of the Contract and forfeiture of the security deposit. In support of the wages payment made as per Minimum Wages Act, the following document to be submitted along with each bill put up for payment to the Corporation.

-Monthly Attendance Sheet

-Wages payment sheet with Bank Account

-Contributory Provident Fund, Work sheet with Challan

-ESIC, Work sheet with Challan

-Service Tax Challan

28. The bidder shall open bank accounts for each housekeeping staff deployed in the Corporation and pay their remunerations only through the bank arranging ATM cards to the employees without fail. In case of any default MPSEDC shall make payment directly to housekeeping staff.

Further, in support of the wages payment made as per Minimum Wages Act, the following document to be submitted along with each bill put up for payment to the Corporation.

- Monthly Attendance Sheet

- Wages payment sheet with Bank Account

- Contributory Provident Fund, Work sheet with Challan

- ESIC, Work sheet with Challan

-Service Tax with work sheet & Challan

29. The bidder shall deposit the PF, ESI, and service tax payments in separate challan exclusively for your employees deployed in the Corporation and required to submit the relevant work sheets, challans for our easy verification to ensure that the above payments were made strictly as per the provisions of the respective Acts. In case, if there is any genuine problem, the same need to be brought to the notice of the Corporation immediately. Further,

- The bidder is required to submit PF Numbers, ESI Numbers of each employee deployed in the Corporation for official records.

- The bidder is required to arrange to issue ESI Cards to each employee of your company deployed for the operations of the Corporation and submit the copies of the documents for the official record.
- The responsibility lies with your company to prove/ provide evidence that all the statutory payments were made strictly as per the relevant rules of the respective Acts to claim monthly payments.
- The bidder is required to submit copies of the Bank Accounts numbers, PF Numbers, ESI Numbers, ESI Cards, and ATM Cards within 10 days of the receipt of the work order.

30. You are required to continue the services on similar rates and terms and conditions though there is increase of area of 500 sq.mtrs and one toilet.

31. If, there is any complaint from your employees deployed in the Corporation or on Corporation's own verification if it is found that you are not following the above terms and conditions 01 to 03 then that will be sufficient reason for termination of the contract without giving any notice of termination.

32. On compilation of the above requirements of the corporation only your monthly payment will be released by the Corporation. Further, you are advised not to press for release of monthly bill payments till such time the above terms and conditions are not met.

33. The terms and conditions of the original tender document, our work order reference no..... Date:..... and additional terms and conditions as stipulated by the Corporation and as accepted by your letter dated ..... are part and parcel of the contract.

34. The Bidder shall be responsible for depositing (in separate challans exclusively for the Man- Power deployed in MPSEDC) Provident Fund, ESI Contribution, Service tax and other statutory charges payable and shall attach documentary proof of having deposited the same along with the bill of the following month. The amount deposited should exactly match the amount deducted from the Salary of its employees. Non-compliance of this condition will be a sufficient reason for withholding payment for that month.

35. The Bidder is required to quote their rates as per the specification given in the Financial Bid. In case of Revision in Minimum Wages then MPSEDC will reimburse the increased amount from time to time as per the revisions in the Minimum Wages Act on monthly basis on submission of separate bill for this purpose, over and above the monthly lump sum amount quoted by the Bidder in the Financial Bid, for revisions made in the Act from the date of the work order.

36. Under exceptional circumstances MPSEDC reserves the right to change any term and condition as and when warranted.

**37. TERMINATION OF CONTRACT**

- MPSEDC may without prejudice, to any other remedy for breach of contract may terminate the contract in whole or in parts.
- If the contractor fails to provide service to the satisfaction of MPSEDC within the period (S) specified in the contract or any extension there of granted by MPSEDC.
- If the Contractor fails to perform any other obligation (s) under the contract.

- If the contractor does not follow the labour laws or other statutes in the matter.
- If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the MPSEDC may authorize in writing) after receipt of the default notice from the MPSEDC.
- MPSEDC may without prejudice, to other rights under law or the contractor provided service done at the risk and cost of the contractor, in above circumstances.
- In the event of such termination, the proportionate performance Guarantee/Security Deposit of the component of work terminated shall be forfeited completely.
- Depending upon the severity of negligence, MPSEDC reserves the right to blacklist the Bidder/contractor from further participation in any of MPSEDC tenders/Contracts. The decision of MPSEDC shall be final in this regard.

**38.SETOFF**

- Any sum of money due and payable to the contractor (including Performance/security deposit refundable to him) under this contractor may be appropriated by MPSEDC and set off the same against any claim of MPSEDC for payment of a sum- of money arising out of this contract or under any other contract made by contractor with MPSEDC.

**39.PENALTY**

-In case of failure to perform daily service or if the quality of services is not satisfactory no payment shall be made for such area including imposing a penalty of maximum of 10% of the daily approved rate. An additional penalty of Rs.100/- (Rupees One hundred only) per day per toilet block shall be imposed for failure to carry out daily housekeeping services or unsatisfactory services of toilets.

- For failure to perform weekly or fortnightly activities, a penalty @10% of the monthly final bill amount (arrived at after all deductions pertaining to the work) shall be imposed.

- If contractor fails to perform any of the activities as per agreement, then without prejudice to any penalty and recovery imposed, MPSEDC may carry out such part of the work at the risk and cost of the contractor.

- Decision of designated officer of MPSEDC for this purpose shall be final and binding upon contractor.

40.The Tender document and all correspondence if any, between MPSEDC and the Bidder will be an integral part of the Agreement.

In witness there of the parties here into have affixed their signature on their behalf and through their authorized representative on this \_\_\_\_\_

For and on behalf of Bidder      For and on behalf of MPSEDC

Witness:

Witness: