

**STANDARD BID DOCUMENTS FOR**

**“PROVIDING SANITATION & HOUSE-KEEPING**

**SERVICES”**

**TO**

**CIVIL SECRETARIAT JAMMU**

### **Disclaimer**

The **Director Estates Department Civil Secretariat Jammu** its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender Document / Request for Proposal ("NIT" or "BID DOCUMENT") or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this BID DOCUMENT or arising in any way for participation in this tender process.

The assumptions, assessments, statements and information contained in this BID DOCUMENT, especially the work load, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BID DOCUMENT and obtain independent advice from appropriate sources.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID DOCUMENT. The issue of this BID DOCUMENT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or the Service Provider, as the case may be, for the Security Services and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The statements and explanations contained in this BID DOCUMENT are intended to provide a better understanding to the Bidders about the subject matter of this BID DOCUMENT and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Security Services to be awarded pursuant to this BID DOCUMENT or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this BID DOCUMENT are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

**Director Estates Department J&K UT Jammu.**

**E-Tenders** are invited under Two-Bid system for providing **SANITATION AND SERVICES**, on outsourced basis, from reputed agencies, from all over India and having the capacity for providing requisite level of sanitation and house-keeping having an office in and house-keeping Services in the Civil Secretariat J&K UT at Jammu for a period of 01 year extendable on mutual consent for another 01 year, in case of exigency and unavoidable circumstances, to the Civil Secretariat Jammu. The Bid documents along with terms and conditions etc. are available on the website <https://www.jktenders.gov.in> and can be downloaded from there.

A	Date of Issue of Tender Notice	<b>19-01-2022</b>
B	Period of downloading of bidding documents	<b>20-01-2022 from 1000 Hrs to 03-02-2022 upto 1800 Hrs</b>
C	Seek clarification Start Date	<b>20-01-2022 from 1000 Hrs</b>
D	Seek clarification End Date	<b>27-01-2022 upto 1630 Hrs</b>
E	Date of pre-bid meeting	<b>28-01-2022 from 1200 Hrs in the office of the Director Estates Department J&amp;K UT Jammu.</b>
F	Bid submission Start Date	<b>28-01-2022 from 1000 Hrs</b>
G	Bid submission End Date	<b>03-02-2022 upto 1800 Hrs</b>
H	Date of opening of Technical Bids (online)	<b>04-02-2022, 1200 Hrs in the office of the Director Estates Department J&amp;K UT Jammu.</b>

The above dates may be changed and any notification for the changed dates will be available on the above website and the bidders are strongly advised to regularly visit the website regarding revision in schedule if any, and other information.

**Sd/-**  
**Executive Engineer,**  
**Estates Division,**  
**Jammu**

**Contents of the Bid Documents** The Bid Documents contain the following parts: The Bidders should examine all instructions, forms, terms & conditions, scope of services and draft agreement in the Bid document and furnish all information as stipulated therein.

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### Section 1: Invitation for Bids

1. This bid document is being issued to seek response from the eligible bidders in order to hire their services in providing sanitation and house-keeping services under which the successful bidder shall be contracted to provide the said services by way of deploying adequate personnel to perform the duties as per this bid document & sanitation material as mentioned in **Clause 9 of Section 6**. The requirement of number of personnel is given in **Clause 9 of Section 6** of this bid document.
2. Bids are being invited for **CIVIL SECRETARIAT J&K UT AT JAMMU**
3. Bidders are advised to study the Bid Documents carefully. Bid response prepared in accordance with the procedures enumerated in section 2 of the Bid documents should be submitted online to the **Tender Inviting authority**, not later than the date and time laid down and at the address given in the Bid documents.
4. ***The Estimated annual value of contract is Rs.10800000/- (Rs. One Crore Eight Lacs Only). Please note that the estimated value of contract is for the purpose of evaluating the technical capabilities of the bidder.***
5. All bidders have to produce 3% of the quoted amount in the form of Earnest Money Deposit (EMD) of to be submitted in form of a CDR/FDR/Bank Guarantee in favor of Tender inviting authority payable at Jammu issued by any scheduled/nationalized bank. It should be valid for at least 45 days beyond the final bid validity period (clause 5 (j) below).
6. The bid document will be available for downloading from website at <https://www.jkteders.gov.in> The hard copy of the bid documents will not be provided by the Department.
7. **Schedules for Invitation of Bid**

a)	Designation of the Purchasing Officer of the Department:-	<b>Director Estates J&amp;K UT Jammu</b>	
b)	Official address of the Purchasing officer:-	<b>Civil Secretariat Jammu</b>	
c)	Date of release of tender through e- procurement	<b>19-01-2022</b>	
d)	Last date and time for receipt of online Bid Response:-	<b>19-01-2022 from 1800 Hrs to 03-02-2022 upto 1800 Hrs</b>	
e)	(i) Place, Time and Date of Pre-bid Meeting	Time	Venue
		<b>28-01-2022 from 1200 Hrs</b>	Director Estates J&K UT Jammu
	(ii) Second Pre-bid (if required)	Time To be intimated later	Director Estates J&K UT Jammu
f)	EMD submission date & time	Within Two days after Declaration of Successful tenderer	
g)	Place, Time & Date of Opening of Pre-Qualification cum Technical Bid	<b>04-02-2022, 1200 Hrs</b>	Director Estates J&K UT Civil Secretariat Jammu
h)	Place, Time and date of opening of financial	Time To be intimated later	Director Estates J&K UT Jammu
i)	Details of the contact person for any clarification:	Director Estates J&K UT Jammu Same as Clause 5(a) and 5(b) above	
j)	Date till which the Bid should be valid: <b>Important date &amp; time:-</b>	120 days from the last date of bid Submission	

**NOTE:** The above dates are liable to be changed by the Department for which necessary information will be available at our website.

Bidders must note that bids received after due date and time shall be rejected. The EMD in prescribed form shall be submitted with the Director Estates J&K UT Civil Secretariat Jammu (clause 5(a)) at the address mentioned in Clause 5(b) in a sealed envelope duly super-scribed with the NIT number and its subject.

## Section 2 Instructions to Bidders

### 1. Procedure for submission of Bids:

A single bid will be submitted by every bidder. Bids will comprise of following two sections: -

#### 1.1 Pre-qualification cum Technical Bid (As per the Annexure- I and II)

#### 1.2 Financial Bid (As per the Annexure- III)

### 2. Cost of Bidding Process:-

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.

### 3. Language of Bids:-

- 3.1 The Bids prepared by the Bidders and all correspondence and documents relating to the bids exchanged by the Bidder and the Department shall be written in **English language** only.

### 4. Documents Comprising the Bids:-

The bid prepared by the Bidder shall comprise of the following components

#### 4.1 Pre-qualification cum Technical Bid

**A** (Pre-qualification) (Pl. also see **section 3 and Annexure-I**) – The prequalification bid shall be submitted in the format as per **Annexure-I** and shall be accompanied with the following self-attested Documents whose scanned copy along with the duly filled in format as per **Annexure-I** shall be uploaded on the website.

4.1.1 Photograph of the bidder

4.1.2 PAN Card of the bidding Firm

4.1.3 Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms. (not more than two firms are allowed to form consortium)

4.1.4 Certificate of Registration for PF subscription

4.1.5 Certificate of Registration for ESI subscription

4.1.6 Certificate of Service Tax Registration number

4.1.7 **Audited balance sheet/audited income statement for preceding three years**

4.1.8 Power of Attorney in favour of the authorized person signing the bid

4.1.9 Affidavit as per **Annexure-VI**

4.1.10 CGST /SGST latest return Statement.

BID NOT QUALIFYING UNDER 4.1A (PRE-QUALIFICATION) SHALL NOT BE PROCESSED / EVALUATED FURTHER UNDER 4.1B (TECHNICAL EVALUATION)

**4.1 B. Technical Bid** (Pl. also see section 3 and **Annexure-II**) –

The technical bid shall be submitted in the format as per Annexure-II. It shall comprise of following types of documents in support of credentials/experience and will be uploaded along with the Technical Bid Form (**Annexure-II**):-

- (i) Copy of the Work Order and/or
- (ii) Copy of the agreement (Part pages of the work order or agreement shall not be acceptable)
- (iii) Certificate or letter issued by the client under the signature and office seal of a competent official of the said client in favour of the bidding firm declaring that the service provided by the bidding firm has been or was satisfactory during the period of engagement.

Note: The above said certificate of satisfactory service must be submitted from all clients.

**4.2 Financial Bid** (Pl. also see **section 3**) –

It shall be submitted in the format as per the **Annexure-III**.

**5. Who can apply on behalf of Bidder?**

5.1 It is clarified that the individual signing the documents connected with Bid must certify whether he / she is signing as authorized signatory or proprietor or duly authorized partner (in case of partnership firm).

OR

5.1.1 Constituted attorney of the firm, if it is a company

OR

5.1.2 The principal officer or his / her duly Authorized Representative of the Bidder.

5.2 The authorization shall be indicated by **power- of -attorney** accompanying the Bid either on a stamp paper or on the letter head of the bidding firm.

**6. One Bid per Bidder**

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

**7. Earnest Money Deposit (EMD)**

7.1 The Bidder shall furnish, as part of its bid, EMD of the amount and format as mentioned in **Clause 3 of section 1** of this Bid document. It shall be submitted in physical form to the department within 2 days after declaring the Successful tenderer.

7.2 The EMD is required to protect the Department against the risk of Bidder's conduct which would warrant the forfeiture of EMD.

7.3 The EMD (denominated in Indian Rupees) shall be in the form of a CDR/FDR/Bank Guarantee issued by a Nationalized / Scheduled Bank and shall have validity as stated in **Clause 3 of section 1**.



7.4 successful Bidder. **No interest will be paid by the Department on the EMD amount.**

7.5 The successful Bidder's EMD shall be discharged upon the Bidder executing the Contract and after furnishing the performance security.

7.6 The EMD may be forfeited:

a. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid, or

b. In case of a successful bid, if the Bidder fails;

i. to sign the Contract, or

ii. to furnish performance security or

iii to sign and return the duplicate copy of letter of award within prescribed time

## **8. Period of Validity of Bids:-**

8.1 Bids shall remain valid for a period as stated in **Clause 5 (j) of section 1** of this bid document. A bid valid for a shorter period shall be rejected by the Department as nonresponsive and shall not be taken up for evaluation purposes.

8.2 The Department may request the Bidder for extension of the period of validity. The request and response there to shall be made in writing (or by fax or by e-mail). The validity of EMD provided under **Clause 3 of section 1** of this document shall also be accordingly extended.

## **9. Terms & Conditions of Bidder: -**

9.1 Printed terms and conditions (General Conditions) made by the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the Contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should not bid.

## **10. Local Conditions:**

10.1 It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and factors at the respective locations/ sites and offices which would have any effect on the performance of the contract and / or the cost.

10.2 The Bidder is expected to obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

10.3 Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

10.4 It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid documents.

10.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Department and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Department on account of failure of the Bidder to appraise themselves of local laws and conditions.

## **11. Last date of Receipt of Bids**

11.1 Bids will be submitted online as per the schedule give in **clause 5 of section 1**.

11.2 The Department may, at its discretion extend the last date for the receipt of bids by amending schedule in accordance with **Clause 6 of section 1**, in which case all rights and obligations of the Department and Bidder previously subject to the pre-extended last date will thereafter be subject to the last date as extended.

## **12 Late Bids**

12.1 Any bid received after the scheduled last date and time for receipt of bids, pursuant to **Clause 5 and 6 of section 1**, will be rejected and shall not be considered for opening.

## **13. Modification and Withdrawal of Bids.**

13.1 No bid should be altered / modified after submission. Unsolicited correspondences in this regard from Bidder will not be considered.

13.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.

## **14. Contacting the Department:-**

14.1 Any efforts by a Bidder either Directly or Indirectly to influence the Authority / Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid and the Bidder will be liable for blacklisting / debarment from participating in any of the Tenders of the GNCTD.

14.2 Any efforts by a Bidder to influence the Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

## **15 Opening of Pre-qualification cum Technical/Financial Bid by the Department:-**

15.1 The Department will open the Pre-qualification cum Technical/Financial Bid in the presence of the representatives of the Bidders who choose to attend at the time, date and place, as mentioned in **Clause 5 of section 1** of this bid document.

15.2 The Bidders names, bid withdrawals and the presence or absence of the requisite Treasury Challan and such other details as the Department, at its discretion, may consider appropriate will be announced at the bid opening.

## **16. Right to accept any Bid and to reject any or all Bids:-**

16.1. The Department is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

16.2. The Authority / Department may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Authority / Departments/Institutions/Local Bodies/Municipalities /Public Sector Undertakings, etc.

16.3. The Authority / Department may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

**17. Award of Contract:-**

17.1. Award of the contract will be made to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

17.2. The Authority / Department will communicate the successful bidder by facsimile confirmed by letter transmitted by registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount at which the contractor will be paid in consideration of the execution of services by the contractor as required in the contract.

17.3. The successful bidder will be required to execute an Agreement in the form specified in **Annexure-IV** within a period of 7 days from the date of issue of Letter of Offer.

17.4. The successful bidder shall be required to furnish Performance Security within 7 days of issue of „Letter of Offer” for an amount equal to 10% of the contract value in the form of Account Payee, Fixed Deposit Receipts, or Bank Guarantee from a nationalized/scheduled bank in an acceptable form (**Annexure-V**) in favor of the **Director Estates J&K UT Civil Secretariat Jammu**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

17.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.

17.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the Notice Of Award (NOA) or entering into of the Agreement, and if the Selected Bidder has already been issued the NOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this NIT, be liable to be terminated, by a communication in writing by the authority to the Selected Bidder or the Contractor, as the case may be, without the authority being liable in any manner whatsoever to the Selected Bidder or Contractor. In such an event, the authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the authority under the Bidding Documents and/ or the Agreement, or otherwise. In such a case, if the discovery is made before the signing of the Agreement, the authority retains the right to call/ invite the next lowest bidder to match the L-1 Bidder and may re-issue the NOA to the next lowest bidder. If the next Lowest bidder refuses to match the Bid of the L-1 bidder or such discovery regarding material misrepresentation happens after signing of the Agreement, the authority reserves the right to terminate the agreement/ withdraw the NOA, as the case may be, forfeit the Bid Security or Performance security or both of the L-1 bidder as persisting on such date and may initiate rebid of the project. In case, any such discovery happens during tenure of such Agreement, the authority reserves the right to terminate the agreement and proceed ahead as per the provisions of terminations in case of Contractor Event of Default. In case Selected Bidder does not acknowledge the NOA or does not sign the agreement within the time period specified in the NOA, in such an event, the authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the authority under the Bidding Documents and/ or the Agreement, or otherwise.

## 18. Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the NIT and during the subsistence of the Contract / Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract / Agreement, the Authority may reject a Bid, withdraw the NOA, or terminate the Contract / Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy including blacklisting / debarment that may be available to the Authority under the Bidding Documents and/ or the Contract / Agreement, or otherwise. Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the NOA or the Contract / Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or BID DOCUMENT issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them: (a) “**corrupt practice**” means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the NOA or has dealt with matters concerning the Contract / Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- (ii) (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the NOA or after the execution of the Contract / Agreement, as the case may be, any person in respect of any matter relating to the Sanitation & house-keeping Services or the NOA or the Contract / Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the sanitation and house-keeping services;

(b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “**undesirable practice**” means

- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### **Section 3: Eligibility Conditions**

#### **1. Eligibility conditions:**

The Bidder should fulfill the following eligibility conditions before submission of the financial bid:-

##### **(A) General/Legal Requirements:-**

- (i) It should have at least one office located in Jammu. It may have its registered office anywhere in India.
- (ii) It should have valid registration under the PF Act, 1952.
- (iii) It should have valid registration under the ESI Act, 1948
- (iv) It should have valid GST registration for Service Tax.
- (v) It should possess the PAN number.
- (vi) It should possess the TIN number of works contract under DVAT Act, 2004
- (vii) It should have filed IT returns of last three financial years.
- (viii) It should not have been blacklisted over last three years.

The validity of the above said certificates of registrations will be seen with reference to the last date of bid submission schedule. During the period of bid evaluation or the operation of the contract, if any of the above said certificates of registrations become invalid, the contractor will get one month time to get the validity restored from the respective Government Departments/Agencies.

(Note: - The Department at its discretion may seek any clarifications, obtain additional documents in respect of above within maximum 15 days of the bid opening).

##### **(B) Financial capabilities:-**

The bidder should have over last three years an average annual turnover of not less than **33%** of advertising cost

(C)The bidders who meet the general/legal requirements and financial capabilities will be declared successful at pre-qualification stage for further opening of their technical bids.

##### **(D)Technical Capabilities:-**

The bidder should be providing such services which require manpower supply of any category to following categories of clients anywhere in India and should have an office in Jammu: -

- (i) Govt. owned Departments/Institutions and/or
- (ii) Public Sector entities / Autonomous Bodies and/or,
- (iii) Govt. /Private sector hospitals

### Technical Evaluation

- Subject to fulfilling the technical capabilities criteria, as mentioned above, the technical capabilities evaluation of the bidders will be made on the basis of number of clients that the bidder have served at any time in last three years reckoned backward with reference to the last date of bid submission, **for a minimum period of at least one year continuously during the same period as mentioned above**. Total scoring will be sum total of the maximum marks obtained in all three parts given hereunder. The evaluation matrix will be as under:-

S. No	Eligibility Criteria	Scheme of Marks to be given as below during Evaluation				
		Minimum 3 years	>3 up to 5 years	>5 up to 7 years	> 7 up to 9 years	> 9 years
1	Total years of experience in the field of handling housekeeping services (Determined from years of incorporation) Firms having less than 3 years' experience will not be considered. <b>(Maximum Marks = 25 Marks)</b>					
		5 marks	10marks	15 marks	20 marks	25 marks
2	<b>Training, Site Visit, satisfactory work performance certificates &amp; work plan presentation (Maximum 25 marks)</b>	Tie up for vocational training in sanitation from Govt. approved Institutes	<b>Satisfactory Performance Certificate &amp; work plan:</b> Performance certificate issued by organisation head, M.S. or authorized nominee {certifying total manpower, duration of the contract, complaints, number of penalties & their quantum, warnings & show cause notices} and/or site visit by a committee. Presentation of the work plan in consonance with the e-tender document and guidelines, not more than 15 to 20 min.			
		10 marks	15 marks			

**(Note:** - The Department can seek clarifications on the documents uploaded by the bidder in order to correctly do technical evaluation. It can also accept additional documents in support of clarifications but in no circumstances can accept additional documents which are going to add to the number of clients already submitted with the bid for the purpose of **clause (D)** above.

- Only those Bidders who qualify for Technical Capabilities by scoring at least **25** marks as mentioned above will be declared successful for opening of their financial bids.
- The bids received without EMD of the requisite amount shall be rejected summarily.
- The evaluation criteria for financial bids:-**

The financial bid will be opened after the bidder's technical bid is qualified Evaluation of financial bids will be done on the basis of the financial values quoted. Contract will ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document. If the financial bids of two or more bidders match, then the bidder who scores higher marks in technical bid evaluation will be declared successful. If the technical bid scores also match then the successful bidder will be declared through the lottery system from amongst the L-1 bids in presence of the bidders who wish to be present.

## **Section 4: General Conditions of Contract**

### **1. DEPLOYMENT: -**

The list of personnel to be deployed shall be made available to the Department prior to agreement and if any change is required on part of the Department or contractor, a fresh list shall be made available by the Contractor after each and every change. However, as far as practicable, the list will not be frequently changed so that continuity in operation is maintained. It will also be mandatory that induction training is given by the Contractor to the personnel to be deployed. The deployment plan should have provision of Supervisor round the clock and relievers.

At least 10% of the personnel deployed shall be women. In case any Office desires of higher percentage than the contractor will provide the same.

**A system of biometric attendance will be introduced within 15 days of the start of contract. The contractor shall submit Biometric Attendance Sheet showing names of workers along with monthly bill. The Biometric attendance sheet should be verified and countersigned by concerned department in-charge where the worker is deployed.**

### **2. LABOUR LAWS: -**

The sanitation workers deployed by the Contractor shall be the employees of the Contractor. The Contractor shall abide by and comply with all relevant laws and statutory requirements covered under the Labour Laws, Minimum Wages and Contract Labor (Regulation & Abolition) Act, 1970, EPF, ESI, Employees Compensation Act, 1923, Bonus etc in respect of the personnel engaged. The wage disbursement as per Labour Laws shall be the sole responsibility of the Contractor and for any lapse in this regard the Contractor shall be held accountable. The Contractor shall maintain registers required for recording the names of the personnel and their daily deployment sheet which shall be made available to the statutory authorities and departmental authorities on demand.

### **3. ACCIDENT:-**

All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the contractor.

### **4. PERFORMANCE AND SUPERVISION:-**

Adequate supervision should be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be deployed by the Contractor on the Secretariat premises, who will be the nodal point of co-ordination on any issues about workers deployment & duties. No separate payments whatsoever will be made to the Contractor for the supervisory staff. The payments of the supervisors should be part of payment under the head "Administrative Cost includes Supervisory Cost" at **Sl. No. 3** of Price Bid.

4.1 All necessary reports and other information's will be supplied immediately as required and regular meetings will be held with the Department.

4.2 Contractor and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the areas of the Department under its control.

4.3 The sanitation workers shall not accept any gratitude or reward in any shape unless awarded or approved by the Department.

4.4 Under the terms of their employment agreement with the Contractor the personnel engaged under the contract shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Department.

4.5 That, in the event of any loss that occur to the Department, as a result of any lapse on the part of the Contractor or personnel deputed by him which will be established after an enquiry is conducted by the Department, the said loss can be claimed from the Contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the contractor.

4.6 The Contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

4.7 The Department shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department. However such changes should be intimated to department as already stated in **clause 1.1**.

4.8 The Contractor and the personnel deputed by him shall be responsible to protect property and equipments of the Department at the premises entrusted to it.

4.9 The Contractor shall get all personnel to be deployed screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed within one month of issue of contract. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

## **5. SHIFT DUTY:-**

5.1 There will be fixed hours of shift duties and total number of shifts in a day will be three. The duty hours will be decided in consultation with the Department and should be compliant to the Labour Laws. A duty roster of employees as per deployment plan shall be submitted by contractor before the start of new month. Any change in duty roster shall be intimated immediately by contractor.

5.2 During a month, every deployed worker will be allowed weekly rest as per the Labour Laws.

5.3 Suitable provision for substitute should be kept by contractor, for which no additional payment shall be made.

## **6. DUTY FAMILIARISATION: -**

The Contractor in consultation with Department will give basic familiarization under the contract for 2-3 days about the duties to be performed by the sanitation workers and their desirable behavior with the public and the patients in particular and this period of 2-3 days will not be counted as shift manned by Contractor's personnel for the purpose of payment under the contract.

## **7. CONFIDENTIALITY: -**

The Contractor shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of Department.



7.1 The Contractor shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the services/contract and/or Department's business/ operations, information, application/software, hardware, business data, designs and other information / documents without the prior written consent of the Department.

7.2 The Contractor shall execute a Non-Disclosure Agreement (NDA) in favour of the Department prior to issue of contract.

7.3 The Contractor shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentiality. The Department reserves the right to adopt legal proceedings, civil or criminal, against the Contractor in relation to the dispute arising out of breach of obligation by the Contractor under the clause.

8. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The Contractor's personnel shall attend the court as and when required.

#### **9. FORCE MAJEURE:-**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, to if any, or seven days, whichever is more, either party may at its option terminate the contract.

10. The Contractor shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

#### **11. SERVICE COMMENCEMENT: -**

"NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.

#### **12. LIABILITY: -**

If the Contractor is a joint venture/ company/ group/partnership of two or more persons, all such persons/directors/partners shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized person with authority to sign. The joint venture/company/group/partnership shall not be altered without prior intimation to the Department.

#### **13. CORRUPT PRACTICE: -**

During the course of contract, if any of the personnel deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of the Authority/ Department, the

Authority / Department shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

**14. CLAIM SETTLEMENT: -**

14.1 In the event of default being made in the payment of any money in respect of wages to any person deployed by the Contractor for carrying out this contract and if a claim therefore is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labor Authorities, the Department may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labor Authorities and any sums so paid shall be recoverable by the Department from the Contractor.

14.2 If any money, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, is directed to be paid by the Department, such money shall be deemed to be payable by the Contractor to the Department within seven days. The Department shall be entitled to recover the amount from the Contractor by deduction from money due to the Contractor either from its pending payments or from the Performance Security.

14.3 Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines.

**15. SUB-CONTRACT DISALLOWED: -**

The Contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

**16. INDEMNITY: -**

The Contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

17. The contracting agency shall not employ any person below the age of 18 yrs. and above the age of 55 yrs. Manpower so engaged shall be trained for providing Sanitation & Housekeeping services in the Secretariat. During the training, Contractor shall have to arrange for substitute for the staffs undergoing training.

**18. UNION ACTIVITIES: -**

Sanitation workers engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the Department.

**19. EMPLOYMENT/RESIDENCE: -**

19.1 The Department shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. Further, as the contract is primarily for providing services, hence the department will not be considered as the principal employer of the contractor's employees. Any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

19.2 The Department shall not be responsible for providing residential accommodation to any of the employees of the Contractor.

## **20. OVERPAYMENT / UNDERPAYMENT: -**

20.1 If as a result of post payment audit or otherwise, any overpayment is detected in respect of any work done or alleged to have been done by the Contractor under the contract, the Contractor shall pay back the overpayment and it shall be recovered by the Department from him.

20.2 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

21. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.

## **22. TAX OBLIGATION OF THE CONTRACTOR:-**

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same such as income tax and service tax. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Department fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

22.1 Income tax shall be deducted at source by the Department from all the payments made to contractor according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the contractor prior to release of payment. A certificate shall be provided by Department to the contractor for any tax deducted at source.

22.2 The contractor shall bear all taxes and duties etc. levied or imposed on the Contractor under the Contract including but not limited to Service Tax, VAT and all Income Tax levied under Income Tax Act, 1961 or any amendment thereof during the entire contract period i.e. on account of services rendered and payments received from Department under the Contract. It shall be responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.

22.3 The Contractor agrees that he and his team shall comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Tax Authorities, for the payments received by them for the services under the contract.

22.4 Should the contractor fail to submit returns/pay taxes in times as stipulated under applicable Indian/state tax laws and consequently any interest or penalty is imposed by the concerned authority, the Contractor shall pay the same? The Contractor shall indemnify Department against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty that any such tax authority may assess or levy on the contractor.

## **23. DISPUTE RESOLUTION:-**

- (a) Any dispute and/ or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator to be appointed by the Lt. Governor, J&K UT.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the

arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Jammu only.

#### **24. PERFORMANCE SECURITY:-**

The successful Bidder shall furnish Performance Security to the Department within the time as decided by the Deptt. before signing the Contract which shall be equal to 10% of the total value of the Contract and shall be in the form of an Account Payee DD or a Fixed Deposit Receipt or a Bank Guarantee Bond from a Nationalized/ Scheduled Bank in the Performa as per **Annexure-V** of the Bid document which would be valid up to a period of sixty days beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release.

The Authority / Department in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where

- (i) There is considerable loss of property due to theft or damage or recurrence of theft.
- (ii) There are instances of exploitation/coercion of the Sanitation Personnel like underpayment, duty hours beyond the prescribed limits in statute etc
- (iii). There is material violation of any of the contract conditions as per this bid document.
- (iv) There is an event of default
- (v) The Contractor after giving its consent for extension of contract period, later refuses to accept extension of contract period or fails to perform during the extended period.

#### **25. TERM AND EXTENSION OF CONTRACT: -**

The contract is for a period of 01 year extendable for another 01 year from the date of signing of the contract which can be further extended for a period of 3 months and maximum of up to 6 months in case of exigency and unavoidable circumstances on the same terms and conditions on satisfactory performance and mutual consent.

25.1 At least two months prior to the end of term / extended period, the Authority may seek consent from the Contractor for extension of contract period. The Contractor shall intimate its consent in writing within one week of receipt of the letter from the authorities. In case Contractor gives its consent and agrees for extension contract period, shall not be permitted to withdraw its consent. In case Contractor refuses or fails to perform during the extension period granted by the authority upon receipt of the consent, the Performance Security is liable to be forfeited as damages and compensation without and without prejudice to any other right or remedy which the Authority may have under the Bidding Documents, the Agreement or under applicable law, including blacklisting / debarment of the Firm.

#### **26. TERMINATION: -**

The Authority / Department may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:-

(i) Where the Authority / Department is of the opinion that there has been such event of default on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract.

(ii) Where it comes to the Authority Department's attention that the Contractor is in a position of actual conflict of interest with the interests of the Authority / Department, in relation to any of terms under this Contract.

(iii) Where it comes to the Authority / Department's attention that the contractor furnished incorrect or false information at any time.

(iv) Termination by default: The following deficiencies in performance of contract shall constitute default by contractor and shall make him liable for termination of contract.

a. Where the contractor has failed to submit any of the statutory documents related to EPF, ESI, Service tax, Biometric attendance sheet or any other document required to be submitted by contractor as per contract agreement for three months in a row.

b. Where the contractor gives a notice of withdrawal of services with less than three months notice period.

c. Non disbursement of wages for a continuous period of two months.

**CONSEQUENCE OF TERMINATION BY DEFAULT:** In case of termination of contract by default in any of the above situations the contract shall be terminated by the authority along with forfeiture of performance security and debarment / blacklisting for a period up to 4 years. Any such termination shall have a notice period of three months during which the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract

(v) Termination for insolvency: the Authority / Department may at any time terminate the Contract by giving written notice to him, without compensation, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority / Department.

(vi) The Contractor may, subject to approval by the Authority / Department, terminate this Contract before the expiry of the term by giving the Authority / Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

(vii) The contractor's events of defaults shall also include the following:-

a) The Contractor fails to maintain Performance Security or replenish in event of partial/full appropriation.

b) The service level specifications as laid down in the agreement are not met by the Contractor

## **27. JURISDICTION OF COURT:-**

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

## **Section 5: Special Conditions of Contract and Service Levels**

### **1. ANTECEDENT VERIFICATION: -**

Before deploying the sanitation workers, the contractor shall provide the curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent and present residential addresses, marital status and contact details of next of kin, UIDAI number and photograph. The contractor shall inform the Department in writing the antecedents of the personnel to be deployed has been verified and further the copies of the police verification and Medical Fitness Certificate will be submitted within one month. The contractor will submit the ESI No., EPF No. (issue ID Card to their deployed workers showing EPF and ESI No. on ID Card with the name and address of contractor/firm), photograph of deployed worker attested by authorized signatory of the firm, Name of the Bank with account No., IFSC Code, Branch address etc within one month of deployment.

### **2. UNIFORM / DRESS AND IDENTITY CARD:-**

The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper Identity Cards showing EPF No. and ESI No. of worker, failing which a penalty of Rs.500/- for each occasion per person will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the Contractor's bills. (While quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform / dress and Identity Cards).

### **3. DISCIPLINE AND COURTESY:-** The personnel engaged have to be courteous with pleasant mannerism in dealing with the department officials, patients and members of public and should project an image of utmost discipline. The Department shall have right to have any person removed in case of staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

### **4. BILL AND ITS PAYMENT: -**

4.1 The Contractor will raise month wise bill for the service provided at the rate as agreed and accepted by the department. Deductions from the monthly agreed amount will be made for the duty absentees as per the provisions of the clause 5 and 6 of this section.

4.2 The contractor will submit the bill of preceding month after disbursement of wages to the workers as per labor laws for the month for which bill is raised, by 7th of every month and the Department will reimburse the same within next 15 days provided bill is complete in all respects as per checklist (**Annexure VII**). The contractor shall also submit the proof of having deposited Service Tax by way of presenting the copy of challan receipts which should show such amount that must tally with the service tax collected from the department. For this purpose, the contractor will not mix up payment of service tax collected from this department with those of any other departments where the contractor might be providing service.

**List of documents required for making payments: -**

S. No.	Name of Document
1.	Biometric Attendance
2.	Wages Sheet
3.	Wages disbursed by ECS to the deployed workers in the concerned office (Copy of bank statement)
4.	EPF challan of individual worker with ECR in the concerned Office.
5.	ESI challan of individual worker with ECR in the concerned Office.
6.	Service Tax challan must tally with the service tax collected from the department for the workers deployed in this Office.

4.3 Likewise, the Contractor shall also submit the details of statutory payments such as EPF, ESI etc in support of having deposited such requisite statutory payments compliant to Labour Laws at admissible rates as per **Annexure VII** along with monthly bill. The Contractor shall not mix-up the statutory payments of one department with another department so that there is complete clarity about the department to which the statutory payments relate. If the Contractor fails to submit the proof satisfactorily, further release of statutory payments shall be withheld till the matter is clarified and action as per clause 26 of Section 4 shall be initiated.

4.4 Payments to the Contractor shall be made by Electronic transfer to the contractor's account for which purpose the Contractor shall furnish the complete Bank account details.

4.5 Any damage or loss caused by Contractor's personnel to the Department in whatever form or any penalties imposed on the Contractor would be recovered from the Contractor from its running bill or dues or against the performance guarantee.

**5. SERVICE LEVEL SPECIFICATIONS & PENALTY:-**

S.NO	Process	Service Level Specifications	Penalty
1	Deploying adequate number Deploying adequate number personnel/Supervisor	The contractor will provide adequate number of Sanitation & House-keeping personnel / Supervisor for meeting the service requirement of the department	Rs.600/- for every instance when the deployment is found to be deficient.
2	Sanitation & House-keeping personnel/Supervisor to report in uniform.	Approved uniform design with name badge	Rs.200/- for every member of name badge personnel / Supervisors not found in prescribed uniform
3	Misconduct/misbehavior/ Indiscipline by the Sanitation & House-keeping personnel / Supervisor	i) Sanitation & House-keeping personnel /Supervisor should be courteous to the staffs and disciplined. ii) They should not smoke and spit on the walls/floors etc personnel /Supervisor	Rs.100/- for every instance.
4	Maintaining adequate advance stock of	a) The Contractor shall always keep advance stock	For every instance when the One month stock is not

	consumable / non-consumable articles (ISI / BRANDED approved by the tender inviting authority) for cleaning & sanitation	of One Month requirement of sanitation Materials with the person selected by authority so that the standards of cleanliness and sanitation are maintained in the Secretariat. b) The contractor will maintain stock register with details of monthly stock & voucher/ bills amounting equivalent to given by contractor in financial bid. c) Complete record of Materials stock received & issued to various department / supervisor of respective area, verified by the concern sister in-charge daily/weekly basis. signed by the Officer I/C housekeeping / sanitation services	found on checking, penalty of Rs.2000/- for each instance. For every instance when the monthly record of stock/indent issued to respective supervisor/In charge issued to respective concerned department is not maintained & duly signed by Officer I/C Housekeeping / Sanitation, penalty of Rs.2000/- for each instance.
5	Providing consumables/non-consumables such as phenyl, naphthalene ball, detergent, cleaning solution, soap etc This is as per section-6, clause -9, scope of work	The contractor will use standard quality branded materials maintaining cleanliness hygiene.	For every instance of not using standard material required for sanitation/cleaning penalty of Rs.1000 will be imposed
6	Maintaining the level of cleanliness/sanitation. (Applicable for all other areas than those mentioned in point no.7 below)	The contractor will maintain high standard of cleanliness/sanitation as given in the Section 5 clause 10 : Scope of Service	For every instance of default is not meeting the standards of cleanliness/sanitation, penalty of Rs.500/- will be imposed.
7	Maintaining the toilets, water closets, bathrooms, urinals, plumbing fixtures, floors clean and stink free.	The Contractor shall maintain toilets, water closets, bathrooms, urinals, plumbing of fixtures, floors free from foul smell and stinks all the time.	For every instance of default in not meeting the standards cleanliness/sanitation, penalty of Rs.1000/- will be imposed.
8	Frequency of cleaning	The contractor shall clean the different areas regularly as per clause 10 of Section : 5.	For every instance of default Rs.500/-penalty will be imposed

All the penalties will be imposed on the Contractor and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments.

## 6. PENALTY:-

6.1 In addition to the penalty mentioned in clause 2 & 5 above, the following penalties may also be imposed on the Contractor.

6.2 In case the Contractor fails:-



- a) To commence/execute the work as stipulated in the agreement, or
- b) if the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance by specified date as mentioned in the notice, or
- c) if he does not meet the statutory requirements of the contract even after giving it a notice for putting the things in order to meet the statutory requirements by specified date as mentioned in notice, Department reserves the right to impose the penalty as detailed below: -
  - i. For delay up to 4 weeks from the date of first notice, penalty will be imposed at the rate of 5% of the daily contract value calculated for each day of delay for a period up to maximum 4 weeks" time for any of the defaults mentioned above.
  - ii. For delay beyond 4 weeks and up to 8 weeks from the date of first notice , penalty will be imposed at the rate of 30% of the daily contract value calculated for each day of delay in addition of penalty at point (i).
  - iii. For delay beyond 8 weeks from the date of first notice the department in addition to imposing penalties at the rate as mentioned in (i) & (ii) above, reserves the right to cancel the contract and get the job carried out from other sources. The additional financial implication in this regard, if any, may be recovered from the defaulting Contractor. The Contractor may also be black listed for a period up to maximum 4 years and his performance security deposit may be forfeited, if so warranted.
  - iv. The Department may forfeit the performance security of the contractor in case of any of the defaults.

6.3 Before imposing any of the above penalties, the contractor shall be given a proper notice /show cause notice by the Department before taking a decision for imposing penalty and communicate to him the decision so taken. If no reply received within the stipulated time given in the notice department will proceed with the imposition of penalty.

**6.4 Notwithstanding anything contained in this document, in case of non compliance with any of the terms and conditions by the contractor, the Authority/ Department, may debar the contractor for a period up to 4 years from participation in any bidding process for the outsourced services. Before any such debarment action is taken, the contractor will be given a show cause notice, mentioning therein the reasons and the action intended to be taken.**

#### **7. WAGE DISBURSAL:-**

7.1 The Contractor shall pay to the personnel deployed at such rates which should not be less than the minimum wage prescribed for unskilled category plus admissible EPF(including EDLI), ESI & Bonus calculated at the prevailing rates as per rules.

7.2 In order to safeguard against the possible under payment to the work-force by giving them less than what are mandatorily and statutorily required to be paid, it is mandatory that the Contractor shall disburse the wages every month through the ECS. (Electronic cash transfer) only

#### **8. RISK PURCHASE**

In the event of the Contractor failing to provide the requisite services as per the contract the Department reserves the right to procure the services from any other source at the cost of the Contractor. The Department shall retain the right of forfeiture of the performance security and the outstanding claims or any other actions as deemed fit.

#### **9. MINIMUM WAGES REVISION**

In the event of revision of statutory minimum wages by Government authorities / Labor department, the contractor shall be paid at the revised rates. No pro-rata increase in other cost components at **Sl. No. 2, 3, 4 & 5** of the price bid shall be allowed during period of contract.

## Section 6: SCOPE OF SERVICE

1. **Civil Secretariat** has its premises located at Jammu. The Contractor will be required to provide Sanitation and House-keeping services to the premises at this location. In case, any new premise comes up at different locations, the services will also be provided there on demand from the Department. The contract is for a period of 01 year extendable for another 01 year from the date of signing of the contract which can be further extended for a period of 3 months and maximum of up to 6 months in case of exigency and unavoidable circumstances on the same terms and conditions on satisfactory performance and mutual consent.

2. For the purpose of rendering the services, the Contractor shall ensure compliance of the following services which are illustrative but not exhaustive and they are as under:-

i) Sweeping, mopping, cleaning (dry/wet both), scrubbing, drying, dusting, cobweb removing, polishing, etc of the different parts of the building as per the desired frequency.

ii) Keeping peripheral areas such as driveways, walkways, passages, parking area, gates etc clean. Dusting/washing of the entrance door mats.

iii) Dusting of all furniture, floor walls, windows, ceiling, work stations etc.

iv) Cleaning the staircase, banisters, railings, floors, inner walls, ceilings, windows, window glass/drapes, doors, furnishings, furniture, work stations and vacuum cleaning of carpets and sofas etc, cleaning of glasses with cleaning solutions.

v) Cleaning of all washrooms such as toilets, wiping of WC seats, pantries and maintaining them odourless.

vi) Cleaning of all sinks and countertops, partitions, urinary stalls, washroom mirrors etc. and keeping them odourless.

vii) Garbage disposal

viii) Removal of trash and replacement of wastebasket, removal of waste up to designated point.

ix) Pest control/Rodent control/Anti Termite treatment to be done regularly.

3. The contractor will provide the following machines free of cost as per required quantity and the category to carry out day to day house-keeping activities:-

i) Auto Scrubber

ii) Single Disc. Scrubbing Machines

iii) Vacuum Cleaners (Wet & Dry)

iv) High Jet Pressure

4. In addition to above, other equipments and tools as mentioned below shall be provided by the contractor free of cost as per requirement:-

i) Telescopic Rods for Cobwebs and high reaching areas

ii) Jet Spray machines as required by pest control team

iii) Wringer Trolleys

iv) Normal dusting and sweeping tools

5. In some critical areas like Lt. Governor Office, Chief Secretary Office, and other VIP Offices etc. the frequency of cleaning shall be more and the standards shall be further stringent. Some of the parameters that can be monitored are:-

- The floor and tiles should be stain free
- There shall not be any moisture after cleaning
- Antisepsis / disinfection should be maintained as per medical standards.
- There shall be shine on the floor/articles/areas etc.
- There shall not be any foul smell etc.

6. The contractor shall manage raw materials and consumables required to perform housekeeping services. It will be contractor's responsibility to store along with ensuring its quality and managing inventory.

7. The contractor shall be responsible to periodically check the performance of staff deployed by the contractor. It might involve interview of the staff personal, physical verification of the work done by him and report from peer, and user etc. The performance report shall be shared with authority and action, if any, shall be taken as per the instructions/suggestion of the authority.

8. Cleaning of doors and windows

i. The contractor shall be responsible for cleaning of any kind of glasses of all the doors and windows inside the Secretariat buildings.

ii. The contractor shall be responsible of removal and disposal of dust, bird droppings from internal side of windows and external side of the windows accessible from ground.

iii. The contractor shall provide necessary tools and equipments to his workers for performing their work.

9. The Contractor shall use standard quality & branded sanitation consumables as mentioned below:

S.No	Items	Specification/Brand Name
1.	Multi-purpose Cleaning Chemical (1Ltr)	Diversey
2.	Flush/Toilet Cleaning Chemical ( 500 MI )	Diversey/Equivalent
3.	Toilet Brush	Scotch Brite/ Unger/Gala Equivalent
4.	Washing Powder ( 1 Kg )	Fena/Rin/wheel
5.	Phenyl for Washroom/ Drainages	Gainda/Doctor/Equivalent
6.	Hand Soap (Bar) (75g)	Dettol
7.	Liquid Soap/Hand wash	Diversey/Equivalent
8.	Naphthalene balls	Standard Make
9.	Face Tissue Box	Natural/Premium/Premier/Equivalent
10.	Broom Hard (Medium size)	Standard Make
11.	Broom Soft (Small size)	Standard Make
12.	Feather Brush for Cob Webs	Standard Make
13.	Floor Duster (24'*24')	Standard Make
14.	Check Duster Blue for Furniture Cleaning (18'*18')	Standard Make
15.	Check Duster Red for Washroom Cleaning (18'*18')	Standard Make
16.	Yellow Duster for Glass Cleaning (18'*18')	Standard Make
17.	Wet Mop Set with Rod (24 inch)	Scotch Brite/Gala/ Equivalent
18.	Wet Mop Refill (24 inch)	Scotch Brite/Gala/ Equivalent
19.	Dry Mops (24 inch)	Scotch Brite/Gala/ Equivalent
20.	Dry Mops Refill (24 inch)	Scotch Brite/Gala/ Equivalent
21.	Wiper (24 inch)	Scotch Brite/Gala/ Equivalent
22.	Scouring cum Sponge Scrubber	Scotch Brite/Gala/ Equivalent
23.	Cobweb Brush	Standard Make
24.	Spray Bottle (for chemicals)	Standard Make
25.	Garbage Bag (19'*21') 30 pc Pkt @ 50	Biodegradable

26.	Garbage Bag (42*60') ( 1 KG )	Biodegradable
27.	Fregnace Bar /Odonil	Odonil/Godrej/ Equivalent
28.	Hand Gloves Rubber(Orange/Blue)	Standard Make
29.	Air Freshener (240ml)	Airwick/Godrej/Ambi Pure
30.	Fly Killer Spray(200ml)	Hit/Finit/Baygon
31.	Hand Towel	Standard Make
32.	Bath Towel	Standard Make
33.	Dettol Hand Wash 900 ml	Standard Make
34.	Dettol Hand Wash 200 ml	Standard Make
35.	Toilet Roll	Standard Make
36.	Vim Bar	Standard Make
37.	Godrej Air Freshner	Standard Make
38.	Air pocket	Standard Make
39.	Sodium Hypochlorite	Standard Make
40.	Rat Pads	Standard Make
41.	Nylon Scrubber	Standard Make
42.	Sofa / Carpet cleaning Sompoo Liquid	Standard Make
43.	Sofa Sompoo Brush	Standard Make
44.	Colin Spray	Standard Make
45.	Drainex	Standard Make
46.	Single disc Machine Scrubbing pad Red /White	Standard Make
47.	Single disc Machine Scrubbing Hard Brush	Standard Make

Cost towards all such articles/consumable materials to be used in the Secretariat shall be factored in the financial bid quotation. The contractor will be provided a separate enclosure room as a sub-store (at the department's premises) to keep its articles stored there for use and will ensure that at least **one month's buffer stock** are maintained in its store with the authorities. The list of consumables of the buffer stock along with its quantity and cost is to be submitted to the authorities. ***Bio medical waste bags Rubber gloves face masks and gum boots will be provided by the contractor.***

**7. Frequency of Cleaning:****Patient care areas requiring high standard /asepsis**

S.No.	Area/Portion of building	Task for Cleaning of Area/Portion of building	Minimum Frequency at which cleaning is to be done
1. General Offices/Room/ etc.			
A.	Office Rooms	Sweeping & Mopping	2 times daily except holidays (Morning & Evening)
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week
B.	Meeting Halls/Committee Rooms	Sweeping & Mopping	2 times daily except holidays (Morning & Evening)
C.	Reception Room Area	Sweeping & Mopping	2 times daily except holidays (Morning & Evening)
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	2 times daily except holidays (Morning & Evening)
2. Verandah/Stair Case etc.			
A.	Verandah Area.	Sweeping & Mopping	2 times daily except holidays (Morning & Evening)
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week
B.	Staircase Area	Sweeping & Mopping	2 times daily except holidays (Morning & Evening)
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week

<b>3. Walls Having Tile Work</b>			
A	Verandah, where wall tiles are installed	Sparkle Cleaning	Once a week
B	Rooms, where wall tiles are installed	Sparkle Cleaning	Once a week
C	Glass Walls/Window Pans	Sparkle Cleaning	Once a week
D	Toilets/Bathrooms	Scrubbing, washing and Mopping	3 Hourly including Holidays.
		Mass cleaning with vacuum & soap water, floor disinfectant etc.	Once a week

The areas mentioned are approximate. It may vary.

**Note:**

1. Mechanized Scrubbing & Washing of all areas of the Secretariat must be done at least once a week preferably on **Sunday or holiday** and more frequently if required.
2. Mechanized Scrubbing and washing of all corridors / waiting halls is to be done **every day** after 5.00 pm.

3. Wet Mopping of all corridors / waiting halls is to be done **every day** before 9.00 am.
4. The personnel deployed in corridors / waiting halls will clear littering in between the time of wet mopping done in the morning and mechanized scrubbing in the afternoon.
5. Washing and or emptying of General Waste Dustbins is to be done **twice daily and as and when required**.
6. Changing of garbage Waste bags is to be done **every day or more frequently if required**.
7. Only mopping should be carried out in the indoor areas and **no broom** should be used.
8. Wet mopping is to be done with phenyl / floor cleaner soaked clean mops only.
9. Evening Shift cleaning to be done from 5.00 to 6.00 p.m.
10. Vertical Fixtures including doors, windows, Tiled walls, fittings etc. in the corridors and toilets etc to be cleaned daily so that these remain clean and dust free.
11. Terrace to be cleaned **once a month**.
12. The manpower engaged should be trained in management so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions. The manpower so designated shall be responsible for transporting the waste material from the various points of generation of such waste in the Secretariat to the identified place of collection of such waste.
13. The worker will have to display caution / warning notice for the areas being cleaned / wet due to cleaning so as to warn the officials / officers against slipping. Any injury caused to any person due to slipping on such wet floors will be the sole responsibility of the contractor.
14. Pest Control/Rodent Control to be done regularly by the agency.

#### **11. Standard Operating Procedure (SOP)**

Within 7 days of signing of the Agreement, the contractor shall prepare and submit SOP for Housekeeping/Sanitation which will necessarily include.-

i) Activity log of cleaning of different areas.

ii) Ways and means of monitoring of standard of cleanliness & frequency of cleaning.

iii) Super-checking of the monitoring.

#### **12. Up-gradation of SOP**

Once in every month, the Departmental representatives and the Contractor shall meet to review the SOP, consider all instances of service level failure, matter pertaining to cleanliness standard and frequency of cleaning etc and accordingly, the SOP shall be upgraded by the Contractor after incorporating the suggestions of the Department.

## Section 7 – Draft Agreement

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the Lt. Governor, J&K UT through **Director Estates J&K UT at Jammu** (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called “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 sanitation and housekeeping services to the **Civil Secretariat Jammu** NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. General/Special conditions of contract and Service Level;
  - c. Notice inviting Tender document
  - d. Financial Bid;
  - e. Scope of Service;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. This Agreement is for a period of 01 year extendable for another 01 year from the date of signing of the contract unless terminated earlier as per the contract conditions. The contract can be further extended for a period of 3 months and maximum of up to 6 months in case of exigency and unavoidable circumstances on the same terms and conditions on satisfactory performance and mutual consent.
4. The Contractor agrees that in course of providing the requisite services, it will deploy sanitation and housekeeping workers as required for the work in section 6 in consultation with the authorities and three supervisors (one per shift) as per the bid documents and they will be the employees of the contractor and not of the department for the purpose of this Agreement and all other statutory/regulatory / legal purposes.
5. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and provide the sanitation and housekeeping services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the bid document.
6. The Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs. \_\_\_\_\_ (Rupees ..... (in words) per month.
7. The Contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include ESI, EPF(including EDLI), Bonus as admissible.
8. **The Contractor shall not pay the wages less than what is legally admissible to be paid to the sanitation and housekeeping workers employed by the contractor. The wages to be paid should not be less than the govt. approved minimum wages and should also include such other statutory payments as ESI, EPF(including EDLI), Bonus, at such rates as admissible under the law. Any violation in this regard may result into the forfeiture of the performance security in addition to any other action as deemed appropriate.**

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

For and on behalf of the  
Contractor

For and on behalf of the Lt. Governor,

Authorized Signatory

Authorized Signatory

Name: -

Name:-

Designation: -

Designation:-

Seal of Contractor

Seal of Department.

1. Witness \_\_\_\_\_ (From the department side.)

Name:- \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No \_\_\_\_\_

2. Witness \_\_\_\_\_ ( From the Contractor side.)

Name:- \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No \_\_\_\_\_

**(Note:-** The person signing the agreement on behalf of Contractor shall be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)



**Pre-qualification Bid Form**  
(Scanned copy to be uploaded)

**Annexure-I**

Affix duly attested  
passport size recent  
photograph of the  
authorized person

1. Name of the Department issuing NIT **Director Estates Department J&K UT Jammu.**
2. Name of the Bidding Firm \_\_\_\_\_
3. Constitution of the Bidding Firm (i.e. whether proprietorship, partnership or a company under the Indian Companies Act 1956) \_\_\_\_\_
4. Name of the office-bearers of Bidding firm \_\_\_\_\_
  - i. Proprietor in case of proprietorship
  - ii. All partners in case of partnership
  - iii. All Directors in case of company
5. Address of the Bidding Firm
  - i. Head Quarter
  - ii. Jammu Office
6. E-mail address of the bidding firm for correspondence \_\_\_\_\_
7. Details of person authorized to bid
  - i. Name & Designation.....
  - ii. Address \_\_\_\_\_
  - iii. Telephone No. \_\_\_\_\_
  - iv. Mobile No. \_\_\_\_\_
  - v. Power of attorney for authorization (to be enclosed with this form)
8. Service Tax Registration No. .... (i) Date of issuance \_\_\_\_\_ (ii) Date upto which valid \_\_\_\_\_
9. PAN card Number: .....(i) Date of issuance \_\_\_\_\_
10. Provident Fund Registration No. \_\_\_\_\_ (i) Date of issuance \_\_\_\_\_ (ii) Date up to which valid \_\_\_\_\_
11. ESI Number \_\_\_\_\_ (i) Date of issuance \_\_\_\_\_ (ii) Date up to which valid \_\_\_\_\_
12. TIN number of works contract under GST Registration No..... (i) Date of issuance \_\_\_\_\_ (ii) Date up to which valid \_\_\_\_\_
13. Registration No. & date/year of Certificate of Incorporation of Registration under Indian Companies Act (if applicable) -----
14. Annual Turnover (As per the audited account),
  - i. 2018-19: ----- ii. 2019-20: ----- iii. 2020-21: -----
  - iv. Total turnover of last three years (i.e. sum of (i) + (ii) + (iii)): ----- v. Average annual turnover for last three years: ----- (i.e. total turnover divided by 3 )
15. Date of filing IT Return:-
  - (i) Year 2018-19 Date \_\_\_\_\_
  - (ii) Year 2019-20 Date \_\_\_\_\_
  - (iii) Year 2020-21 Date \_\_\_\_\_
16. Number of personnel on roll: -----
17. Round the clock Control Room

- i. Address \_\_\_\_\_  
 ii Telephone Number(s) \_\_\_\_\_

18. Declaration by the bidder:

I/We \_\_\_\_\_ R/o \_\_\_\_\_ am/are authorized to sign & upload the bid documents on behalf of the bidding firm M/s. \_\_\_\_\_. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that

- i) Our bidding firm has not been blacklisted or debarred anytime during last three years and such debarment/blacklisting is not subsisting as on the date of submission of bid.
- ii) None of the Proprietor/Partners/Directors of the bidder have been or are associated with any of the business entity in a similar capacity, which (Business Entity) has been blacklisted or debarred any time during the last three years.
- iii) No criminal case pending against the firm by any of the clients.
- iv) I/We declare that we/any Member of the consortium, or our/its associates are not a Member of any other Consortium applying for bidding.
- v) I/We do not have any conflict of interest in accordance with Clause 6(B) of the Section 2.
- vi) I/we Certify that we/any member of the consortium member or our/their associate have not been blacklisted or debarred on any contract by any client or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant, consortium member or associate as the case may be
- vii) I/we certify that we/any member of the consortium or any of our/ their associates have not been convicted by a court of law or indicted or adverse orders passed by a government authority which could cast a doubt on our ability to undertake the sanitation and housekeeping services or which relates to a grave offence.
- viii) I/we further certify that we/any member of the consortium or any of our/their

associates have not been charge-sheeted by any agency of the government or convicted by a court of law. I/we have uploaded the self-attested copy of the documents required as per clause 4.1 of the section 2 of the Bid documents. The list of documents which have been uploaded is given hereunder which are all self-attested.

**List of documents which have been uploaded herewith are: - (mention complete list)**

S. No	Name of Documents	No. of Pages

Signature

\_\_\_\_\_

Name of the authorized

person\_\_\_\_\_

(Seal of the bidding

Firm)

Note:-

- (1) No column should be left blank.
- (2) In case, there is more than one office in Jammu, then the bidder shall provide addresses of all offices in col.no.5 above.

- (3) In Col. No. 8, 10, 11, 12, pl. also write date up to which it is valid. In case the validity is not restricted then write NOT APPLICABLE.
- (4) EMD shall be deposited physically with the Purchasing Officer against acknowledgement receipt before the last date & time of bid submission. However, scanned copy of the EMD must also be uploaded.

### **Check-list for uploading the documents**

- 1. Power of Attorney in favour of authorized person signing the bid.
- 2. GST Registration
- 3. PAN Card
- 4. EPF Registration
- 5. ESI Registration
- 6. Registration under Indian Companies Act (if applicable) or partnership Deed
- 7. Copy of Document Fee in shape of Treasury Challan
- 8. Audited Balance Sheet/Income Statement of last three financial years (2018-19, 2019-20, 2020-21) duly signed by the auditing firm.
- 9. Copy of Income-tax return of bidding firm for last three financial years (2018-19, 2019-20, 2020-21) duly acknowledged by the IT Deptt.
- 10. Affidavit as per Annexure-VII

## Annexure-II

**Technical Bid Form**  
(Scanned copy to be uploaded)

1. Name of the Department issuing NIT **Director Estates Department J&K UT**
2. Notice Inviting Tender No.
3. Name of the Bidding Firm \_\_\_\_\_
4. Details about the clients to whom contract with not less Rs 2500000/- (Rs. Twenty Five Lakh Only) than has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

(i)	Name of client and its complete address	
(ii)	Total contract value	
(iii)	Period over which the above said contract has been Provided	From .....(Date/month/year) to .....(Date/month/year)
(iv)	Supporting documents:- (Whether work order and /or agreement copy, give their ref. no. & date also)	
(v)	Ref. no. & date of certificate of satisfactory service*	

(The detail will be submitted in the tabular format as given above in pt.no.3. If there are more clients than one, then, for each of the clients separate tables will be used)

4. Detail about the clients to whom contract with not less than Rs. 14, 40,000/- has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

(i)	Name of client and its complete address	
(ii)	Total contract value	
(iii)	Period over which the above said contract has been Provided	From .....(Date/month/year) to .....(Date/month/year)
(iv)	Supporting documents:- (Whether work order and /or agreement copy, give their ref. no. & date also)	
(v)	Ref. no. & date of certificate of satisfactory service*	

(The detail will be submitted in the tabular format as given above in pt.no.3. If there are more clients than one, then, for each of the clients separate tables will be used)

5. Detail about the clients to who contract with not less than Rs. 5000000 has been provided at any time in last three years reckoned backward with reference to the last date of bid submission.

(i)	Name of client and its complete address	
(ii)	Total contract value	
(iii)	Period over which the above said contract has been Provided	From .....(Date/month/year) to .....(Date/month/year)
(iv)	Supporting documents:- (Whether work order and /or agreement copy, give their ref. no. & date also)	
(v)	Ref. no. & date of certificate of satisfactory service*	

(The detail will be submitted in the tabular format as given above in pt.no.3. If there are more number of clients than one, then for each of the clients separate tables will be used)

**\*Note:-** As mentioned in clause 4.2 of the Section : 2, the bidder is required to submit satisfactory service certificate from all clients in order to get the assigned marks for all the clients. If no satisfactory certificate is submitted then no marks will be given.

Signature \_\_\_\_\_  
Name of the Authorized \_\_\_\_\_  
Person \_\_\_\_\_  
Firm \_\_\_\_\_  
Office Seal of the Bidding

### Annexure-III

FINANCIAL BID FOR SANITATION & HOUSE-KEEPING SERVICES ON OUTSOURCED BASIS  
(In Rupees)

1. Name of Deptt. Issuing NIT- **Director, Estates Department J&K UT Jammu.**
2. Notice Inviting Tender No.
3. Name of Bidding Firm \_\_\_\_\_
4. Price Quotation, Per Month (INR) without service tax

**(To be uploaded on e-tender website)**

S. No	Service Charges Component	(Per Month Amount in Rs. (in numerals))	Monthly Amount in Rs. (In Words)
1.	Cost towards approximate wages 63 personal daily basis per month (Workers) (Please also see note below)		
2.	Uniform & Liveries (Including I- Cards, Badges, Gloves, Gum boots, Masks), Biometric System with computer and printer, Attendance registers and stationery items		
3.	Administrative Cost including Supervisory Cost		
4.	Costs towards Sanitation Materials (Consumable & Disposable as per section -6, Clause-9 )		
5.	Charges for providing services of equipments/machines including consumable of machines as section – 6, clause – 3 & 4		
6.	Sum Total of 1+2+3+4+5		

**(Note: Bidder is required to quote against S. No. 2,3,4,5 only)**

#### The evaluation criteria for financial bids:-

The bidders shall quote the price in INR. The bids will be evaluated on the basis of SUM TOTAL OF 1+2+3+4+5 provided above. The contract will ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document. In case the quoted prices are same for two or more bidders, in that case the bidder whose technical bid score is higher will be declared successful. If, even the technical scores also tally, then in that case lottery system will be adopted for selection of the successful bidder from among the L-1 bidders.

SIGNATURE  
 NAME OF THE AUTHORIZED PERSON  
 DESIGNATION  
 NAME OF THE FIRM  
 DATE

Note:

i) The manpower cost component as at Sr. No. 1 will be reimbursed as actual

**ii) Manpower Cost per month**

The contractor will be reimbursed expenditure towards costs of personnel at following rates

S. No.	Description	Rate per as per minimum wages as on date (in numerals)
1.	Minimum Wages	
2.	EPF (Including EDLI)	
3.	ESI Rs.	
4.	SUM TOTAL OF (1 +2+3)	

iii) Expenditure towards Bonus will be reimbursed if applicable.

iv) Whenever Minimum Wages are revised, reimbursement will be at revised rates.

v) In addition to above, the Service Tax as applicable shall be reimbursed to the contractor. Bidder should carefully note that the service tax is not included in the Financial Bid. vi) The cost towards supervision is to be included by the bidder in supervisory cost in Sr. No.3 in the table above. vii) No separate payment shall be made towards supervisory costs as they form a part of the administrative cost quoted.

viii) The deployment numbers on the direction of the authority may vary by 5% upward at the beginning of contract or anytime during the course of the contract depending upon the requirement.

ix) L1 amongst bidders will be decided on the basis of total cost calculated above.

x) No pro-rata increase in cost components at Sr. No. 2, 3, 4& 5 will be permitted during the contract period even if the no. of workers is increased within 5% limit.

xi) Against S. No. 5 in the financial bid table, the bidder is required to quote the monthly rental charges which will go towards deploying and using cleaning machines, for the purpose of mechanized cleaning. The bidder/ contractor will procure and maintain the required machine at their own cost and any liability in this regard shall not be passed to the authority. The machines will meet uptime of at least 95%

SIGNATURE  
 NAME OF THE AUTHORIZED PERSON  
 DESIGNATION  
 NAME OF THE FIRM  
 DATE

**Annexure-IV****FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the Lt. Governor, J&K UT through **Director Estates J&K UT Civil Secretariat Jammu** (Designation of HOD and address of the Department)(hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called "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 sanitation and housekeeping services to the \_\_\_\_\_ (Name of the Department)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. General/Special conditions of contract and Service Level;
  - c. Notice inviting Tender document
  - d. Financial Bid;
  - e. Scope of Service;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. This Agreement is for a period of 01 year extendable for another 01 year from the date of signing of the contract unless terminated earlier as per the contract conditions.  
The contract can be further extended for a period of 3 months and maximum of up to 6 months in case of exigency and unavoidable circumstances on the same terms and conditions on satisfactory performance and mutual consent.
4. The Contractor agrees that in course of providing the requisite services, it will deploy sanitation and housekeeping workers as required for the work in section 6 in consultation with the authority and three supervisors (one per shift) as per the bid documents and they will be the employees of the contractor and not of the department for the purpose of this Agreement and all other statutory/regulatory / legal purposes.
5. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and provide the sanitation and housekeeping services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the bid document.
6. The Department hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs. \_\_\_\_\_ (Rupees ..... (in words) per month. The service tax shall be paid in addition by the department which the Contractor shall deposit with the Service Tax department regularly.
7. The Contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include ESI, EPF(including EDLI), Bonus as admissible.
8. The Contractor shall not pay the wages less than what is legally admissible to be paid to the sanitation and housekeeping workers employed by the contractor. The wages to be paid should not be less than the govt. approved minimum wages and should also include such other statutory payments as ESI, EPF (including EDLI), Bonus, at such rates as admissible under the law. Any violation in this regard may result into the forfeiture of the performance security in addition to any other action as deemed appropriate.

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

For and on behalf of the Contractor  
J&K UT  
Authorized Signatory  
(Name: )  
(Designation)  
Seal of Contractor

For and on behalf of the Lt. Governor,  
  
Authorized Signatory  
(Name: )  
(Designation:  
Seal of Department

Witness\_\_\_\_\_ (From the Department side)  
Name\_\_\_\_\_  
Address\_\_\_\_\_ Telephone  
No:\_\_\_\_\_

Witness\_\_\_\_\_ (From the Contractor side)  
Name\_\_\_\_\_  
Address\_\_\_\_\_ Telephone  
No:\_\_\_\_\_

(Note:- The person signing the agreement on behalf of Contractor shall be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)



**Annexure-V**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_ (Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for sanitation and house-keeping services contract at agreed rates hereinafter called the "contract" to M/s \_\_\_\_\_ (Name of the (contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least sixty days longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day

of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURE-VI**

(ON A STAMP PAPER of Rs.100/-) (To be uploaded on e-tender platform)

**AFFIDAVIT**

To  
**Director Estates,  
Estates Department.  
Civil Secretariat Jammu.**

Name of the Bidding firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

I/We \_\_\_\_\_ R/o \_\_\_\_\_ am/are authorized to sign & upload the bid documents on behalf of the bidding firm M/s.\_\_\_\_\_. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that

1. Our bidding firm has not been blacklisted or debarred any time during last three years and such debarment / blacklisting is not subsisting as on the date of submission of bid.

2. none of the Proprietor / Partners / Directors of the Bidder, have been or are associated with of the Business entity (Proprietary or Partnership Firm, Company, Trust, Society etc) in a similar capacity, which (Business Entity) has been blacklisted or debarred any time during the any last three years.

3. My firm or any of its proprietors have not have been charge sheeted or convicted by court of law.

4. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for bidding.

5. I/ We do not have any conflict of interest in accordance with Clause 6(B) of the Section 2.

6. I/ We certify that in the last three years, we/any Consortium Member or our/their Associate have not been blacklisted or debarred on any contract by any client or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be

7. I/ We certify that, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a government authority which could cast a doubt on our ability to undertake the sanitation and house-keeping services or which relates to a grave offence.

8. I/ We further certify that in, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

9. I/We hereby agree to abide by all terms and conditions laid down in bid document.

10. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.

11. I/We agree to abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation. For any misrepresentation or corrupt practices for providing wrong and misleading information about the statutory payments payable to the workers, I shall be fully responsible. The department will be fully indemnified in this regard.

12. I/We shall provide minimum 10% of the sanitation and house-keeping services as female staff.

13. I/We do hereby undertake to provide required services to the Department. Our Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. \_\_\_\_\_ Lakhs(Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

14. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, the Department may take necessary action against us as deemed fit under the provision of law.

Signature \_\_\_\_\_

(Name of the Authorized person)

Name and Address of the Bidding Firm \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date \_\_\_\_\_

Seal of the Bidding Firm

**ANNEXURE-VII**  
**CHECK LIST OF DOCUMENTS WITH CLAIM/BILL**

I am submitting monthly claim/bill for the period w.e.f.....to.....  
 .....for providing sanitation and house-keeping services on outsource basis in **Civil Secretariat** with the following documents as per terms & conditions of contract valid up to.....

NOTE:

ALL DOCUMENTS SUBMITTED BY THE CONTRACTOR WITH THE CLAIM / BILL MUST BE VERIFIED / ATTESTED BY THE AUTHORISED SIGNATORY OF THE FIRM.

THE CONTRACTOR WILL NOT MIX-UP DOCUMENTS RELATED TO SUBMISSION OF SERVICE TAX, EPF, ESI RELATED TO THIS DEPARTMENT WITH THOSE OF ANY OTHER DEPARTMENTS WHERE THE CONTRACTOR MIGHT BE PROVIDING SERVICE.

This is to certify that I have disbursed the wages through electronic transfer mode at prevailing minimum wages including EPF, ESI, Bonus etc. as per Labour Laws and comply with all relevant laws and statutory requirements covered under the Labour Laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI, Employees Compensation Act, 1923, Bonus etc. in respect of the personnel engaged.

As per result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, is directed to be paid by the Department, such money shall be payable by me to the Department within seven day

Signature\_\_\_\_\_

(Name of the Authorized person) -----

-

Name and Address of the Firm.....

Seal of the Bidding Firm Dated.....

S. No.	Name of the Document	Number of Pages	Yes / No	Remarks
1.	Biometric Attendance			
2.	Wages Sheet			
3.	Wages disbursed by ECS to the deployed workers in the concerned office (Copy of bank statement)			
4.	EPF challan of individual worker with ECR in the concerned office			
5.	ESI challan of individual worker with ECR in the concerned office			
6.	Service Tax challan must tally with the Service tax collected from the department for the workers deployed in this office.			

**ANNEXURE-VIII****(FOR OFFICAL USE ONLY) PROCESSING OF CLAIM / BILL**

Monthly claim/bill for the period w.e.f.....to.....for providing sanitation and house-keeping services on outsource basis in **Civil Secretariat Jammu** If case of resubmission of bill / other supportive documents due to any reason, this time frame shall restart from day '0' from the date of such resubmission.

S. No.	Place /Official/ Officer	No. Of Days Required	Sign of concerned Official/Officer	Remark
1.	Diary	1		
2.	Dealing assistant to Check the submitted documents as per check list	2		
3.	Nodal officer/authority If any deficiency, in documents, RIO the bill with direction to submit the bill complete in all respect.	2		
4.	Accounts Functionary to examine the claim in all respects.	2		
5.	(Contractual Services)	1		
6.	For A/A & E/S	2		
7.	HOD to convey the sanction	1		
8.	DDO to submit the Claim/bill in PAO.	2		
9.	PAO to convey deficiency / objections if any within 5 days.	-		