

**Office of the Pr. Controller of Defence Accounts (NC)**

**Satwari Jammu**

**No AN/III/RFP/PCDA/CON/17-18**

**Dated**

**10 .05.2018**

**To**

**M/s** \_\_\_\_\_  
\_\_\_\_\_

**Subject: Invitation of bid for providing Conservancy services/Upkeep of PCDA (NC) complex, Satwari, Jammu Cantt.**

1. Bids in sealed cover alongwith a DD for Rs. 300/- as a Tender fee in favour of PCDA (NC) Jammu are invited for providing ibid services listed in Part II of the RFP Please super scribe the above title, RFP NO and date of opening of bid on the sealed cover to avoid the bid being declared invalid.
2. The address and contact no's for sending the bid or seeking clarifications regarding the RFP are given below.

a)	Bids /queries to be addressed to	Sh. Rakesh Kumar Sr. AO. O/O PCDA (NC) Jammu
b)	Post Address for sending the bid	As above
c)	Telephone no of the contact person	0191-2435439 Ext 201
d)	E-Mail id of the contact person	Pcdancjammu@gmail.com
e)	Fax No	0191-2435068

3. RFP is divided in to five parts as follows:

A	Part -I	Contains general information and instructions for the bidder about the RFP such as time, place of submission and opening the tenders, validity period of tender etc.
B	Part -II	Contains essential details of the items /services required, such as schedule of requirement, period of contract etc and essential conditions of RFP will form part of contract with successful bidder.
C	Part-III	Term and condition
D	Part-IV	Technical bid/ Eligibility bid
E	Part-V	Financial bid

Interested agencies having sound past experience, Technical capacity financial position etc. in any Govt/semi-Govt. organization may download tender forms alongwith details from [www.eprocure.gov.in](http://www.eprocure.gov.in). Tender duly completed in all respect are required to be submitted by 25/05/2018, 1500 hrs.

**SAO (AN)**

**Part-I**

**1. Last date for depositing the bid:** 25-05-2018 ----

The sealed bids both technical and commercial in two separate envelopes should be deposited/reach by the due date and time. The rate shall be written in figures as well in words. In case of variation amount in words will be valid. Stamp of the firm should be affixed on the form.

**2. Manner of depositing the bids :**

Sealed bids should either be dropped in the tender box placed at PCDA (NC) Jammu or sent by the Regd post at the address given at P-1 of the RFP.

**3. Time and date of opening :**

- a) Technical bid ---- 28/05/2018 3PM
- b) Commercial bid --- To be notified on opening of Technical Bid

**4. Place of opening of bid:** Conference hall of PCDA (NC)

The bidder may depute their rep duly authorized in writing to attend the opening of the bids at the due date and time .Commercial bids of only those bidders will be opened whose technical bid are found complete /suitable by the buyer .

**5. Forwarding of Bid :-** Bid should be forwarded by the bidder under their original memo /letter pad interalia furnishing the detail like GST no Bank address EFT a/c ,postal address, contact no and E-mail address etc.

**6. EMD:** Bidders are required to submit earnest money deposit for an amount of Rs. /-. The EMD may be submitted in the form of account payee demand draft, FDR, bankers Cheque. The EMD of all the unsuccessfully bidders will be refunded within 30 days of acceptance of contract. EMD of the successful bidder will be refunded after the submission of PBG.

**7. Clarification regarding contents of the RFP:**

A prospective bidder who requires any clarification regarding the contents of the bidding documents shall notify the buyer not later than 07 days prior to the date of opening of the bids.

**8. Modification and withdrawal of bid:**

A bidder may modify or with draw his bid after the submission provided that written notice of modification is received by the buyer prior to the dead line prescribed for submission of bids.

**9. Validity of the bid:** The bid shall valid till 90 days from the last date of receipt of bid.

**10. Evaluation and Comparison:** During evaluation and comparison of the bid, the buyer may at his discretion ask the bidder for clarification of his bid. However no change in the prices or substance of the bid will be sought

**11. Rejection:**

- i) If bids are unsigned.
- ii) If certificate of employer as per Annexure 'A' to part-III not found enclosed/unsigned.
- iii) In case any of the condition mentioned in Technical Bid is not fulfilled.
- iv) Canvassing by the bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with the forfeiture of EMD, conditional tender will be rejected.

**12. Unwilling to quote :** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid.

**13. The condition mentioned in the quotation call letter shall only be applicable. No special conditions attached separately to this call letter will be entertained.**

**14.** The firms should comply with the statutory obligation e. g. Minimum Wages Act and other related labour laws. The firm (s) will have to give undertaking in this regard. **The wages for Man power required shall be quoted in accordance with Ministry of Labour & Employment O/o the Chief Labour Commissioner, Circular No1/10(4)2018-LS-II Dated 03.04.2018. As & when the minimum wages are enhanced/ reduced by the Chief Labour Commissioner the rate of contract agreement will be increased/ decreased accordingly.**

**15. Penalty:**

Deduction on account of unsatisfactory services will be made from monthly bills. The recovery will be decided by the ACDA (AN) based on the feedback received from the visiting officers /staff from time to time.

- I. In case of shortage of man power Rs 100/- per day per person shall be deducted besides an amount proportionate to the shortage of manpower, taking into account no of employees as well as duration from the monthly bill of the contractor.
- II. In case of non-maintenance of cleanliness, deduction Rs 500/- per instances shall be made from the bill of contractor taking into account loss of goodwill.
- III. In case of unforeseen circumstances, the decision of the PCDA (NC) shall be final.
- IV. If the work is found unsatisfactory and below the expected standard in a particular area or areas ACDA (AN) will have the

right to get the work done through another agency. The charges on account of this shall be deducted from contractor's bill Decision of the ACDA (AN) shall be final in this regard.

**Part-II****(Schedule of requirement)****Scope of Services & Terms and Conditions:****A. SCOPE OF CONSERVANCY SERVICES.**

1. Proper upkeep and cleanliness of all sections ,toilets, corridors,wet canteen, reception, waiting rooms,wet canteen, CSD canteen, ladies room ,open area and drains of office of PCDA(NC) Narwal Pain Jammu

(2) It will be ensured by the contractor that above services are provided properly in the above complex of PCDA (NC) Jammu. The contractor may visit the site to access the quality of work by deploying sufficient number of not less than 4 individuals with different hand held conservancy tools .

3. The garbage will be lifted and placed in the designated places for garbage in the office and residential complex of PCDA (NC) Jammu.

4. Conservancy/cleaning service required to be provided by the contractor on daily/weekly basis as given below.

**(A) DAILY SERVICES**

(a) Thorough cleaning of toilets WCs and Urinals, washbasins with chemical detergents twice as day and more often if needed.

b. Leaning of all sanitary fittings, tiles and mirrors in the walls in the toilet by using disinfecting materials likel phenyl, Vim surf etc.

c.Sweeping of the internal roads and open area including green patches.

d. Removal of blockades and clogging in the washbasins and other sanitary fittings in the toilets for smooth outflow of waste water.

e. Cleaning drinking water cooler areas including attached sinks and tiles etc with detergents, chemical twice a day and more often, if needed.

f. Collect all the sweepings, garbage and wastes and transport/dispose of the same to the nearest garbage pit.

g. Sweeping of open Area

h. Surprise check will be carried out by the authorized reps of the customer to verify quality of cleaning and hygiene.

i. The proprietor/authorized rep of the firm (not below the rank of manager) shall pay a weekly visit to the office of the customer to address the complaints if any and to iron out shortcomings, if any, under the aegis of PCDA.

**WEEKLY SERVICES (on day specified by Administration)**

- i. Removal of cobwebs in rooms, corridors, Parking Places and lavatories.
- ii. Removal of dust accumulated on the doors, walls, window panes and ventilators.
- iii. Any other duty as specified by Administration.

**2. GENERAL RESPONSIBILITIES**

(i) Adequate care shall be provided to fittings, fixtures, furniture, sofa, AC's and all other assets, cleanliness of the facilities will be maintained.

(ii) Failure of functioning of any fixture shall immediately be Notified to the concerned section (AN-III) at this office so that repairs are immediately carried out.

(iii) The contractor shall be responsible for any act of employees during the services.

(iv) All cleaning items to be used for cleaning purpose will be provided by the office.

(v) The cleanliness shall be maintained to the satisfaction of the Department, any issue pertaining to upkeep that needs attention

**C. OTHER CONDITIONS**

(a) (ii) The Agency shall only hire manpower as per Child labour prevention & Abolition Act.

(b) The agency shall provide the following manpower for managing & upkeep of the **Conservancy services/ PCDA (NC) Complex Satwari Jammu.**

Safaiwala (unskilled)                      Full Time 8 AM to 4 PM = 4

© The agency shall submit a Bank Guarantee for 10% of the Contract value (Annual) in favour of PCDA (NC) Jammu towards Security Deposit (Refundable). This must be valid through the period of agreement. The Bank Guarantee shall be refundable on completion/termination of the contract.

**(D) GENERAL TERMS AND CONDITIONS:-**

1. (a) The manpower will be deployed by the contractor for the aforesaid conservancy works daily from 8 AM to 4 PM with half an hour lunch break. The garbage/slit etc, collected after clearing of roads/ streets drains and lawn will be disposed off by the contractor between 9 AM to 3 PM daily and will be liable to deposit at designated dumping sites.

2. Supervisory staff of the PCDA (NC) will inspect the work carried out by the conservancy staff on the daily basis. Successful contractor has to ensure that manpower committed in contract agreement should be provided physically daily and list of their

names with photographs will required to be provided and if anybody found not taking interest in the work or their behavior is not found satisfactory with the supervisory staff of this office is to be replaced with immediate effect. In case of absence of any person, substitute hand will have to be provided by contractor and in case of failure to do so double to the average cost of person remained absent will be deducted from the bill of the contractor, proportionally.

3. **UNIFORMS:** - The contractor has to provide uniforms to person engaged, colour of uniforms to be finalized by PCDA (NC)

4. The identity card and a badge disclosing identity of the person deployed on work to be issued by the contractor at his own cost as prescribed by PCDA (NC)

5. The contractor will be responsible to provide gumboot, gloves and other necessary protective accessory/instruments to the workers.

### **ATTENDANCE REGISTER**

6. The contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the department. While raising the bill, the deployment particulars of the personnel engaged during each month and quantity of hygiene chemicals should be shown. The contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the department, regarding payment of wages to work men provided as per rates notified by the concerned department from time to time through cheques, on noncompliance of the same no bill for the next month will be entertained and manpower so provided will be paid from the security amount of contractor and contractor should keep his security maintained immediately in full.

7. Liabilities arising out of accident or death of any person engaged under the contract agreement while n duty shall be borne by the contractor if any, dispute or difference between the contractor and PCDA (NC), arises out of this contract the same shall be referred to the PCDA (NC) Jammu and whose decision shall be final and binding upon both the parties. The contractor and its staff shall take proper care and reasonable precautions to save public property from loss, destruction, waste or misuse the areas of responsibility given to them.

8. The department will deduct Income Tax at source under the provision of Income Tax Act, from the contractor at the prevailing rates of such sum as income tax and other charges as applicable and deduct as per contract/ statutory provisions.

9. in case, the contractor fails to make payment of due wages within prescribed period or makes short payment, then the PCDA (NC), shall be liable to make payment of wages in full or the unpaid balance, as the case may be, to contract labor employed by the contractor and recover the amount so paid from the contractor either by the deduction from any amount payable to the contractor under any contract or any debt payable by the contractors, or from security deposit.

10. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity benefit Act, Factories Act, or other labour laws rules regulations applicable and amended from time to time. The contractor shall be responsible for the deposit of employees and employer's share of statutory contributions to department concerned as applicable at his own level and maintenance of such records as per rule. The contractor shall arrange the disbursement of wages to his staff deployed for duty on fixed day of every month. **The contractor shall also furnish a certificate to the PCDA(NC) regarding payment of salaries/due to the staff deployed and deposit EPF every month. Contractor will also ensure to submit all due returns to department concerned regularly.**

11. The contractor within 10 days of signing the agreement deposit a performance security deposit of sum equal to 10 percent of the value of the contract in favour of PCDA (NC) Jammu from any nationalized bank. The validity of PBG will be 60 days over and above the period of contract. The PBG can be en-cashed by the buyer in case of any recovery due from the bidder with prior notice of 10 days.

12. The contractor will deploy atleast 8 individuals [1 Supervisor, 1 Cook, 2 Attendants & 4 safaiwalas /Conservancy staff ( 2 for toilet cleaning & 2 for conservancy service)] daily, observing Sunday as week off and this weekly off can be decided mutually on as on requirement basis. The contractor will also will abide by the provisions of Minimum Wages Act and Child Labour Act.

13. The contractor shall also arrange for any increase in manpower deployment to ensure proper sanitation as and when required at his own risk & cost.

#### **E-payment**

14. The payment to the contractor shall be made in arrears, on the monthly basis subject to rendition of satisfactory service which will be ensured after due inspection by the official so deputed to inspect the work by the Department. The TDS as applicable under provisions of Income Tax Act will be deducted at the time of releasing payment in lieu of services rendered.

#### **Termination**

15. The PCDA (NC) reserve the right to terminate contract at any time, without assigning any reason therefore, after giving proper notice of one month. The contractor can terminate the contract with the prior notice of two months; however, the rates/statuary terms will not be the criterion for termination of contract. The PCDA (NC) also reserves the right to terminate any of the above items of work after giving one month notice.

16. The contractor will ensure that no inflammable article is brought within the PCDA (NC) Complex and its employees will not put fire to the garbage etc within the said premises.

17. The contractor shall be responsible for compliance of statutory obligations under labour Act, PFESL, Bonus, over time, Leave, weekly off days etc. to the deployed staff. The contractor shall also be responsible for all commissions and omission on part of manpower engaged for the purpose, CDA (NC) Jammu shall not be a party to any dispute arising out of such deployment by the contractor.

### **Risk & Purchase**

18. In the event of the failure of the contractor to have filth, rubbish etc. removed and disposed of daily or within the time specified as agreed upon, the PCDA (NC) shall give a written notice of 03 days to do the needful and if on its expiry, the contractor fails to discharge its obligation under the agreement, the PCDA (NC) shall have the rights to have the filth, rubbish, urine, night soil and sullage water removed or disposed of under his own arrangement without any further notice to the contractor and recover from him, any expenditure incurred as a result of such action. Such payment shall, however, not exceed actual cost incurred by the PCDA (NC) for the services got carried out from some other agency provided that in case the failure occurs due to force major conditions, the contractor shall not be liable to pay any compensation. In case the dispute, as to whether failure was due to the reasons beyond the control of the contractor or not, the decision of the PCDA (NC) shall be final and binding on the both the parties. (For conservancy contract only)

19. The contractor shall be liable to pay compensation for any damage done or caused willfully or negligently by its employees, or agents including vehicle brought within the office premises, to any plant culvert, building garden or other built up or any property moveable or immovable within the complex. The extent and amount of damaged so caused, if any will be determined by mutual agreement and shall be subject to the approval of the PCDA (NC) whose decision shall be binding on the contractor.

20. Without prejudice to any of the clauses of this agreement, one party, in the event of any breach of the conditions on this agreement on the part of the other party, may terminate this agreement by mutual agreement by giving a notice of one month and may claim from the other party, compensation for any loss or damage caused as a result of such breach, the amount of which will be paid the party within 15 (fifteen) days of the receipt of a written notice to that effect from the other.

### **Sublet**

21. The contractor shall not sublet this contract to any other party without the previous permission in writing of the PCDA (NC) and in case of default; the contract shall be liable to cancellation.

22. Subject to as otherwise provided in this agreement, all notices shall be given on behalf of the government and all other actions to be taken on the behalf of the Government by the PCDA (NC) or any other Officer authorized on this behalf.

### **Dispute**

23. In the event of any dispute or differences arising between the parties referred hereto as to the construction of this agreement or the right, duties or obligations of either party or in case the parties hereto fail to come to mutual agreement in respect of any matter falling under the scope of this agreement, every such dispute, difference of matters shall be referred to the CGDA Ulan Batar Road, Palam Delhi. for arbitration, whose decision will be final and binding on both the parties. The venue of Arbitration proceedings shall be decided by the CGDA Delhi.

24. If the contractor failed to provide the services during period of contract, LD @ 1% per day of the total cost of the contract will be made from the payment due before release of payment.

25. Payment will be released on monthly basis on giving satisfactory report of work by the staff/officer in charge AN-III of this office, the contractor will ensure that payment of wages to the deployed staff will not be lesser the minimum wages (Excluding statutory deductions like EPF, ESIC, service tax and TDS as applicable) promulgated by department of labour Govt of J&k vide order dated 19.04.2011 or as noticed by the Govt from time to time. He will also be responsible of preparation requisite record such as muster rolls etc.

26. Rates quoted by the contractor shall be inclusive all taxes & levies including service tax and TDS etc. prescribed by the Govt from time to time. This office shall have no responsibility of depositing the same with the concerned departments. No price escalation during order period shall be admissible.

27. This agreement shall remain in force for a period of two year with provision for extension up to 1 year on mutual consent of both parties

28. If any services provided by the contractor not found satisfactory or due to any other reason, the accepting officer shall be at liberty to terminate the contract by giving prior notice of 30 days. The contractor shall have no claim on a/c of such termination.

**Part-III****(Terms and conditions)**

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**1. Inspection of Work:** - The quality of work be inspected by the concerned staff/officer. The substandard quality of work is liable to be rejected. Supervisor of the workers deputed will be under the control of the concerned staff/officer of this office.

**2. Arbitration:-** In the event of dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through good offices of empowered agencies of Govt. If such resolution is not possible within 30 days of the receipt of notice by the other party of the existence of such dispute then the unresolved dispute or difference shall be referred to arbitrator to be nominated by this office. The arbitration and conciliation act 1996(No 26 of 1996) shall not be applicable to the arbitration under this clause. The award of arbitrator shall be binding upon the parties finally and conclusively. The parties shall continue to perform their respective obligation under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**3. Liquidated damages:** If the contractor failed to provide the services during the period of contract, recovery @ 1% of the contract value per day will be made from the payment due before release of payment.

**4. Performance Bank Guarantee:** The contractor within 10 days of signing the agreement deposit performance security deposit of the sum equal to 10 percent of the value of contract in r/o of PCDA (NC) Jammu from any nationalized bank on the proforma attached. The validity of the PBG will be 60 days over and above the period of contract. The PBG can be encashed by the buyer in case of any recovery due from the bidder with prior notice of 10 days.

**5. Payment instructions:** Payment will be released on monthly basis on giving satisfactory report of work by the staff/officer incharge AN-III of this office. The contractor will ensure that payment of wages to the deployed staff will not be lesser the minimum wages (Excluding statutory deductions like EPF, ESIC, Service tax & TDS as applicable) promulgated by department of labour Govt. of J&K vide order dated 119f dated 19/04/2011 or as notified by the Govt. from time to time. **He will also be responsible of preparation requisite record such as muster rolls etc. & one copy of muster roll with signatures of each individual may be submitted alongwith the bills for payment to be made by this office.**

**6. Taxes & duties:** Rates quoted by the contractor shall be inclusive of all taxes including service tax & TDS etc. prescribed by the Govt. from time to time. This office shall have no responsibility of depositing the same with the concerned departments.

7. **Penalty/Risk and expense:** If the contractor fails to carry out any work on any day or fall short in providing the requisite manpower/stores, without prejudice to any other right, the department on account of such breach will carry out prorate recovery of the amount of the contract alongwith penalty @ 10% before release of payment or by encashing the PBG during the currency of contract.

8. **Period of contract:** Two year from the date of signing of the agreement by both the parties and can be extended for another one year on mutual consent..

9. **Labour license:** The successful bidder will have to obtain license as required under section 13 of the labour contract act 1970 from the concerned agency of Ministry of Labour with a period of two months from the date of acceptance of contract. If the contractor is refused license for any reason what so ever or fails to obtain with stipulated period, the authority shall be at liberty to recover the loss if any from the security deposit/PBG of the contractor.

10. **Child Labour( provision, regulation and security):** that the contractor shall also abide by the provisions of the child labour act 1986, no work man below the age of 14 years shall be employed on the work.

11. **Valadity of the bid:** The bill shall valid till 90 days from the last date of receipt of bid.

12. **EMD:** Bidders are required to submit earnest money deposit for an amount of 2% of the bid value. The EMD may be submitted in the form of account payee demand draft, FDR, Banker Cheque or \Bank Guarantee from any Govt Bank or ICICI Bank, HDFC Bank or AXIS Bank. The EMD of all the unsuccessful bidders will be refunded with in 30 days of acceptance of contract. EMD of the successful bidder will be refunded after the submission of PBG.

13. **Termination of contract:** If the services provided by the contractor not found satisfactory or due to any other reason, the accepting officer shall be at liberty to terminate the contract by giving prior notice of 30 days. The contractor shall have no claim on account of such termination.

**Part IV****(Technical /Eligibility Bid)****Technical Bid****INTRODUCTION**

Providing Conservancy services at PCDA(NC) Complex Satwari Jammu.

The detailed scope of services and terms and conditions for the provision of maintenance/management facilities are as elaborated in the Part II & Part –III of RFP

1. Name of the Firm with full address
2. I.T. return of last 3 years
3. The firms should enclose copy of PAN Number, ESI, EPF registration and GSTcertificate in support of their financial health.
4. Details of places/organization where services are being/have been provided  
Financial Status of the firm with supporting documents like Bank statement for last three years.
5. Certificate regarding payment of Wages, employment of labour & Credential Certificate of employer as per enclosed Annexure 'A' with Part –IV may also be forwarded.
6. The firms should have 20 workers at its nominal roll. The firm should enclosed documentary evidence.
7. The firms should comply with the statutory obligation e. g. Minimum wages act and other related labour laws. The firm (s) will have to give undertaking on stamp paper in this regard. The wages for Man power required shall be quoted in accordance with Ministry of Labour & Employment O/o the Chief Labour Commissioner, Circular No 1/10(4)2018-LS-II Dated 03.04.2018.

8. It may also be certified that unskilled manpower having experience on the job under labour welfare Act will be deployed.
9. It is further certified that persons having good moral character manpower will be engaged.
10. Earnest money deposit may be submitted with Technical Bid.

Note: - Technical bid and financial bid will be sealed in two different envelopes. Both these sealed envelopes will be then put into a single envelope and then sealed. This sealed envelope will be put into the Tender Box.

**PART- V****Financial BID Performa**

**For providing housekeeping (including internal and external conservancy) and pantry services in DAD guest house in Jammu**

1. Name of tendering service provider  
Company/firm/Agency
2. CONTRACT RATES PER PERSON PER MONTH:

S NO	Description of manpower	Number	Rate per person per month	Total
1.	Safaiwala (Unskilled)	04		
2.	EPF employer's Contribution			
3.	ESI employer's Contribution			
4.	GST			
5.	Consumables charges Service charges (In Lump sum per month)			
6.	Any other tax as per law in force			
7.	Grand total (total of s.no.01 to 6)			

**Deductions:** income tax as applicable shall be deducted at source. The service providing company/Agency/Firm shall be responsible for meeting out all the tax implications as per rules of other GOVT Departments.

Signature of authorized person

Full name:

Seal:

Place:

Date:

**Notes:**

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the service providing company/agency/firm during the month.