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Tender No. 03/2022

Important Dates

Date of uploading RFP (on Website and Portal): 8th March 2022

Pre-Bid Meeting: 30th March 2022

Last Date of submission: 31st March 2022

Date of opening of applications: 1st April 2022

Presentation before committee: 2nd April 2022

(Above dates are tentative)

Tender Document
For
Security Services & Housekeeping Services

Tender Document Availability	
Cost of Tender document (Form fee)	
Performance Security Amount	
Tender Value	
Method of selection	
e-Tender publication date	
Date & Time for Pre-bid meeting	
Venue for Pre-bid meeting	
Last date for clarification and queries	
Last date & Time for Tender submission	
Date and Time for opening qualified bids	
Date and time for Technical Evaluation	
Date and time for opening of Financial bid	

Disclaimer

All information contained in this document subsequently provided is in good faith. It is not an agreement or an offer by IGNCA to the prospective applicants or any other person. The purpose is to provide interested parties with information that may be useful to them in the formulation and submission of their proposals.

This document includes statements, which reflect various assumptions and assessments arrived at by IGNCA in relation to the selection of partners.

IGNCA accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this proposal.

IGNCA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this document, without assigning any reason or providing any notice and without accepting any liability for the same.

This document does not imply that IGNCA is bound to select an applicant. IGNCA reserves the right to cancel this request for proposal and/ or invite afresh with or without amendments to this request for proposal, without liability or any obligation for such request and without assigning any reason. Information provided at this stage is merely indicative.

The Bidders 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 Client or any other costs incurred in connection with or relating to its

Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this Request for Proposal and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Client. All such costs and expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any such act on behalf of the Bidder towards any officer/employee/advisor/representative of Client or to any other person in a position to influence the decision of the Client, for showing any favour in relation to this RFP or any other contract, shall render the Bidder and forfeiture of its Earnest Money Deposit. Laws of the Republic of India shall be applicable to the RFP.

Definitions

1. **Bidder:** As defined that entails the pre requisites for an eligible Bidder, i.e. who will submit his bid/proposal as against the Tender/RFP, either only for Security Services or only for Housekeeping Services or both.
2. **Successful Bidder:** The bidder to whom the contract is awarded and is fully responsible towards Client for providing Security and/or Housekeeping Services as per the requirements and terms and conditions specified in this contract. It is clarified that bids for Security Services and Housekeeping services are invited separately and there can be separate/same successful bidders for providing Security services and Housekeeping Services. The term shall be deemed to include the Bidder's successors, representatives (approved by the IGNSA), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
3. **Week:** Designated time frame consisting of six days excluding any Public Holiday.
4. **Day:** Any day which is not a Saturday or Sunday or a Public Holiday.
5. **Total Work Value:** This is the maximum value payable to the successful Bidder which is agreed between the client and the successful Bidder for the services contract.
6. **Confidential Information:** Any information, technical data or know how (whether disclosed before or after the date of this contract), including, but not limited to, information relating to business and product or service plans, financial projections, business forecasts, sales and merchandising, human resources, processes, designs, drawings, engineering, or that successful bidder acquires otherwise under this agreement, either directly or indirectly in writing, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
7. **Applicable Laws:** Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
 - a. **All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.**
 - b. **The following documents alongwith all addendum issued thereto shall be deemed to form and be read and construed as**

integral part of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over the other would be as laid down below beginning from the highest priority to the lowest priority:

- i) Contract**
 - ii) Annexures of the Contract**
 - iii) RFP; and**
 - iv) Letter of Award of the Contract**
- c. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between IGNCA and the Successful Bidder. The Successful Bidder shall, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.**

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NOTICE INVITING TENDER

TENDER DOCUMENT FOR SECURITY AND/OR HOUSEKEEPING SERVICES AT INDIRA GANDHI NATIONAL CENTRE FOR THE ARTS

S.No.	Particulars	Remarks
1.	Name of Bidder	
2.	Address (Registered/Corporate/Local at Delhi NCR)	
3.	Website	
4.	Email ID	
5.	Contact Number (Landline & Mobile)	
6.	Name of the authorized person alongwith nature of authorization (Power of Attorney/Board Resolution)	

1. EARNEST MONEY DEPOSIT (“EMD”)

Earnest Money Deposit(EMD) for Rs. 6,00,000/- (Rupees Six Lakh Only) each for the Security Services and Housekeeping Services to be provided separately which shall be required to be submitted along with the Technical Bid in the form of Demand Draft drawn in favour of IGNCA, to be payable at New Delhi. If a bidder is submitting for both Security Services and Housekeeping Services, then the bids for Security Services and Housekeeping Services have to be submitted separately under the head **“Tender for Security Services for IGNCA” or “Tender for Housekeeping Services for IGNCA”**, or both, as the case may be .

The tender application fee is Rs. 5000 /- which is non-refundable in case the bidder is not qualified in the first round of the evaluation i.e. Technical Evaluation. The bids for both the Technical and Financial have to be submitted separately at the CPP Portal (<https://eprocure.gov.in/eprocure/app>) and the Demand Drafts of the EMD and Tender Fee favoring IGNCA, payable at New Delhi alongwith a covering letter describing all the details of the Bidder in the above mentioned format.

As per Rule 170 of General Financial Rules (“GFR”), the registered MSMEs are exempted from payment of the EMD, thus for the registered MSMEs only the Application Fee is applicable, to be submitted in the prescribed manner.

2. BID EVALUATION PROCESS – TECHNICAL BID/ FINANCIAL BID OPENING AND EVALUATION

IGNCA intends to select the bidder for Security Service and Housekeeping services through an open competitive Bidding process involving evaluation of Technical and thereafter Financial Bids. The IGNCA shall adopt a tender evaluation process as described below: -

Bidders shall be short listed based on their technical offer evaluation meeting the prescribed pre-requisites and the minimum required technical evaluation scores. The financial offers will only be given to the technically qualified bidders, thus shall be opened. The final selection shall be based on the Clause 5 of this RFP obtained amongst all technically qualified bidders.

Bidders are required to separately and independently submit bids under different envelopes for security and for housekeeping services. The technical qualification terms are generalized in nature and therefore apply equally to service providers for both types of services i.e. security and housekeeping services. Eligibility criteria for security and housekeeping services are detailed and the Bidders must be eligible for the criteria.

Bidder must provide mandatory information in following paragraphs of this document for evaluation of their bids.

The evaluation of the bidders will be carried out by the Client as per the – qualification / eligibility criteria defined in this tender document

Only the bidders who fulfill the given pre–qualification /eligibility criteria shall be eligible for the next round of evaluation i.e. Technical evaluation.

Non-conforming bids will be rejected and will not be eligible for any further processing.

3. Eligibility Criteria

S.No.	Documents required	Remarks
1	The bidder should be registered under the companies Act, 1956 or Companies Act, 2013 or a Partnership firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 or a Proprietorship firm and should be in business for at least past 5	Copy of Certificate of Incorporation/ Partnership deed/ Registration self-certified by the Authorized Signatory of the company. EPF Registration will be considered as proof of inception for a proprietorship firm.

	years.	
2	<p>For Security services only :</p> <p>The bidder Should have all the valid PSARA licence as per Private Security Agencies Regulation Act as a Private security agency provider from the appropriate authority of Central/State Government.</p> <p>For Housekeeping Services only :</p> <p>The bidder Should have valid Shops and Establishment Registration certificate for New Delhi.</p>	<p>Bidder submitting for Security Services must have valid PSARA licence from the last date of submission of bid. PSARA licence pending for approval/renewal will not be accepted.</p> <p>Housekeeping Services Bidder must have valid Shops and Establishment Registration certificate for New Delhi from the last date of submission of bid. Shops and Establishment Registration certificate pending for approval will not be accepted.</p>
3	<p>Bidder must have minimum of 100 employees on its role as on January 2020 or February 2020 or March 2020, details of all said employees should also be submitted.</p>	<p>Attach proof of E.P.F. Challan and ECR (Electronic Challan cum Return) from the EPF Portal for the month of either January, February or March 2020 only, showing more than 500 employees.</p> <p>IGNCA has provided the aforesaid relaxation in view of the pandemic.</p>
4	<p>Bidder should have its registered or corporate office in Delhi NCR.</p>	<p>Attach self-attested copy of G.S.T. Certificate</p>
5	<p>Date and year of establishment/incorporation. Certificate of incorporation to be attached. Also attach registration of Provident Fund, Employee State Insurance Corporation, & GST registration</p>	<p>Any change in ownership or constitution of a firm or company since its inception must be supported with the relevant documents like Business Transfer Agreements etc. etc.</p> <p>Attach self-attested copy of</p>

		<ol style="list-style-type: none"> 1. Registration of Provident Fund, 2. Registration of Employee State Insurance Corporation, 3. GST registration. <p>(Only notarised Business Transfer Agreement on stamp paper will be accepted)</p>
6	<p>Bidder should submit contractual details of minimum three ongoing contracts with either of three i.e. :</p> <ol style="list-style-type: none"> 1. Government bodies/Departments/Organisations 2. Public Sector undertakings 3. Public or Private Multinational companies 	Self-attested Form 26 AS for financial year 2020-2021 showing Tax deductions in relation to the ongoing contracts
7	Bidder should have PAN/TAN issued by Income Tax Department and should attach copy of the said documents	
8	Certificate from Statutory Auditor/Chartered Accountant of a bidder that there is no pending claim notice/due demand notice/litigation or liability/ default on account of Provident Fund Act, ESIC or GST.	Attach self-attested copies of the said certificate.
9	Audited Income Tax annual return and Balance Sheet of the bidder for immediate preceding three Financial Years 2018-19, 2019-20, 2020-21 with certificate from Statutory Auditor/CA.	
10	The net profit of the Bidder must be positive as per last three financial years out of five preceding financial years as per	Profit and Loss Statement for at least three years out of five preceding financial years, each duly certified by

	audited balance sheet. IGNCA has provided the aforesaid relaxation in view of the pandemic.	Statutory Auditor/CA In the case of JV or Consortium, balance sheet of Consortium or JV must be submitted.
	The Bidder must possess the following certifications: ISO (Certification 9001:2015 and 14001:2015 and 45001:2018) and SA8000	

4. TECHNICAL BID (Applicable for both Security/Housekeeping services)

IGNCA intends to follow two bid systems where the technical bid and financial bid shall be evaluated separately.

Only technically qualified bidders will progress to stage of financial bid evaluation.

The technical bid evaluation shall be done based on the following criteria, which have been devised in a manner to assess the reliability which gets discovered through the longevity of contracts of the bidder.

During the technical evaluation stage, each bidder shall be assigned different marks out of a total 100 marks, as per the criteria specified below.

4.1 Number of years in Operations as reflected basis the date of EPF registration certificate -Max. 15 marks

Less than 5 years	03 marks
More than 5 Years to 10 years	6 marks
More than 10 Years to 15 Years	9 marks
More than 15 Years to 20 Years	12 marks
More than 20 Years and above	15 marks

4.2 Turnover as reflected basis the profit and loss statement for the financial year 2019-2020 - Max. 15 marks

75 Lakhs to 1 Crores	05 marks
More than 1Crores to 3 crores	10 marks
Above 3 crores	15 marks

4.3 Number of Manpower on rolls as reflected basis the Provident Fund E.C.R. For the month of Jan 2020 or Feb 2020 or March 2020 - Max. 20 marks (IGNCA has provided the aforesaid relaxation in view of the pandemic.)

100- 200	05 marks
201-500	10 marks
Above 500	20 marks

4.4 On-going contract for security services for bidders submitting for security services/On-going contract for housekeeping services for bidders submitting for housekeeping services with one -private multinational company/government bodies/public sector undertaking qualifying the following criteria, supported by an email/letter on letter head from the customer/company confirming the below criterions – Max 20 Marks

5 years or more of continuous Service and on-going for a total current area of at least 50,000 square feet (includes all properties of the same customer)	05 Marks
10 years or more of continuous service and on-going for a total current area of at least 1,00,000 square feet (includes all properties of the same customer)	10 Marks
15 years or more of continuous service and on-going for a total current area of at least 1,50,000 square feet (includes all properties of the same customer)	15 Marks
20 years or more of continuous service and on-going for a total current area of at least 2,00,000 square feet (includes all properties of the same customer)	20 Marks

4.5 Number of contracts serviced in any one financial year out of the last three financial years as evidenced in Form 26AS for the said financial year.– Max 15 Marks (IGNCA has provided the aforesaid relaxation in view of the pandemic)

Less than 15 contracts	05 Marks
15-30 contracts	10 Marks
More than 30 contracts	15 Marks

4.6 Longevity of On-going Contract, as per the following criterion as evidenced by Form 26AS for the last financial year 2020-2021 and copy of the 1st agreement to reflect the inception of the contract – Max 15 Marks

0-5 numbers on-going contracts for 5 years until last financial year (FY 2020-2021)	05 Marks
6-10 numbers on-going contracts for last 10 years until last financial year (FY2020-21)	10 Marks
11 or more numbers on-going contracts for last 10 years until last financial year (FY2020-21)	15 Marks

The Bidder shall be required to produce attested copies of the relevant documents in the support of the documentary evidences being considered during technical evaluation.

A substantially responsive bid shall be one that meets the requirements of the bidding document in totally i.e. by following the procedures. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bid and opening shall be intimated to the bidders, in written communication.

5. FINANCIAL BID OPENING AND EVALUATION

Bidder should submit the financial bids as per the format

The bids will be evaluated separately for individual services (i.e. Security services and Housekeeping Services) on Quality and Cost Based Selection method (QCBS) basis with 70% weightage on technical score and 30 % weightage on financial score.

TECHNICAL SCORE = $100 \times \text{Technical Marks of the bidder} / \text{highest technical marks scored among all bidders}$ (adjust to two decimal places)

FINANCIAL SCORE= $100 \times \text{Financial proposal of lowest bidder} / \text{Financial proposal of bidder under consideration}$ (adjust to two decimal places)

The Composite Score shall be computed as follows:

COMPOSITE SCORE= $(\text{TECHNICAL SCORE} \times 0.70) + (\text{FINANCIAL SCORE} \times 0.30)$ {ADJUST TO TWO DECIMAL VALUES}

The bidder with the highest composite score will be declared as the successful bidder. In case of tie in the highest composite score of multiple bidders, the bidder with higher technical score will be declared as the successful bidder. In case of a tie in technical score in the above case, the successful bidder will be decided basis the company presentation by the said

bidders, which shall be evaluated by the tender committee of IGNCA, at its absolute discretion, without assigning any reason whatsoever. The bidders have no right to challenge the above and will accept the decision of IGNCA.

Note: Technical marks are the marks scored by the bidder in the technical bid as per Serial no. 4

The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders, their authorized representatives, who choose to be present at the time of opening of the financial bids.

All the technically qualified bidders/ their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

Absence of bidders or their authorized representatives shall not impair the legality of the process.

The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

Mere becoming the lowest bidder, prior to calculation of Composite Score will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) for both security and housekeeping services separately shall be decided only after ascertaining the Composite Score individually for the security and housekeeping services for each of the technically qualified bidders. For clarity, there can be separate successful bidders for each security services and housekeeping services.

The financial evaluation shall be carried out and financial bids of all the bidders shall be ranked separately for security and the housekeeping services.

The successful Tenderer has to deposit 3% of tender value as Performance Security in the form of Bank Guarantee as Security Deposit in prescribed form under rules. The Security Deposit shall be released in full without any interest only when complete handing over of security/housekeeping charge is made to the IGNCA in the event of completion of the contract or otherwise if no dues are recoverable from the firm.

If there is a discrepancy between words and figures, the amount in words shall prevail.

6. TERMS & CONDITIONS OF SECURITY AND HOUSEKEEPING SERVICES

6.1 SECURITY SERVICES

- (i) In support of the above criteria, Bidder shall furnish documentary proof, as required hereunder and wherever applicable, failing which the Bids are liable to be rejected. Reference to conviction and/or litigation in these instructions are to be construed with reference to conviction relating to any misconduct or offence of moral turpitude and conviction relating to the matters/services as contemplated hereunder and to be rendered by the Bidders within the scope of this invitation to Bid and not otherwise in any other regard and any such conviction or litigation shall be reckoned for a period of last five years. PROVIDED THAT in case of conviction of moral turpitude or sexual harassment or like of Bidder, Director, Partner, Proprietor of the Bidder, the Bid shall be summarily be disqualified on such ground rendering the Bid ineligible and the aforesaid period of conviction during the last 5 years shall be inapplicable in cases of conviction of moral turpitude or the like.
- (ii) A declaration is to be submitted by the bidder, along with bid documents by way of an Affidavit of Rs. 100/- duly sworn before a Notary Public that documents submitted along with the bid are true to the best of their knowledge and the bidder is not blacklisted by any Central/State Government/PSUs/State Corporations.
- (iii) The security staff will be paid Central minimum wages as notified by Govt., through Bank Transfer only under the supervision of IGNCAs designated officer. Guards will be paid at the rates applicable as per notification on website of Chief Labour commissioner and supervisor will be paid at the rates applicable to Highly skilled workers on the same website.
- (iv) There will be no upward revision in the service charges of the agency during the contract period, however, any upward/downward changes in the minimum wages of workers by Chief Labour Commissioner and

any change in the statutory tax structure will be applicable w.e.f. the date notified by the Central Government.

- (v) The firm shall enclose the photocopies of the certificates issued by the Commissioner of Provident Fund and Employees State Insurance, indicating their account number(s), along with the tender documents (Technical bid).
- (vi) The Security firm provide necessary summer and winter uniforms to the Security guards and Ceremonial dress during programmes attended by V.V.I.P's.
- (vii) After the firm/agency is empanelled, other items and conditions will be discussed with it and if the same are agreed upon, the parties will execute formal Agreement which will be binding on both the parties.
- (viii) The firm/agency will be required enclose the photocopies of payments deposited with the Commissioner of Provident and Employees Insurance in respect of the staff deployed at IGNCA alongwith account numbers of each staff member. The copies relating to these payments may be enclosed every month alongwiththe retainer ship bills submitted by firm/agency to the Centre for release of payment along with the details of the contribution amount clearly mentioning name of the Guards/Supervisors deployed during the month.
- (ix) It will be obligatory on the firm/agency to the emoluments, wages and dues of these personnel including contribution towards their Provident Fund and Employees State Insurance etc. The service provider must ensure that entitled wages of the workers are credited bank account latest by 7thof each month. Service provider will not given any relaxation this matter. The Service provider shall compulsorily issue the salary slip to every security guards and supervisors providing all the required details.
- (x) The security supervisor will not only be responsible for all round performance duties of the security guards but also will be responsible for their work, discipline and punctuality. The security supervisor and Security Officer will be responsible to the Officer as designated by IGNCA. He will report daily to him. They should maintain a regular attendance/dutyregister.
- (xi) The security staff will take the responsibility of opening office main gates (building having 3 main gates for the entry and exit) and subsequently closing them from time to timeas instructed to the

security supervisor by the Officer or any authorized person of the IGNCA.

- (xii) The firm will ensure the security and safety of the life and property of entire IGNCA campus and to prevent any theft, damage or loss to any moveable or immovable property. In the event of any theft, damage or loss to any moveable or immovable property of the IGNCA, the extent damages will ascertained by Committee formed by the IGNCA and the damages will be recovered from the firm by the IGNCA per recommendations of the Committee.
- (xiii) Police verification of all personnel deployed must be carried out and the firm will berequired provide documentary evidence to effect.
- (xiv) The firm will be required to provide torch, lathi, whistles, wireless and other items necessary to their security staff. Adequate supervision shall be provided to ensure correct effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there is no unidentified/ unclaimed/ suspicious objects/ person in the buildings/premises. The vehicles that enter into premises must be identified, noted in the register and parked designated places. Token wherever required must be provided.
- (xv) No properties/equipment/items etc. shall be allowed to taken out without coverage of a Gate Pass, duly signed by a designated officer of the IGNCA.
- (xvi) The eight hours shift will normally, commence from 06.00 hrs. to 14.00 hrs., 14.00 hrs.to 22.00 hrs and 22.00 hrs. to 06.00 hrs. But the timings of the shift are changeable and can be fixed by the IGNCA from time to time depending upon the requirements. No security staff will be deployed for more than one shift on each day. No payment shall be made by the IGNCA for double duty, if any.
- (xvii) The requirement of additional manpower will be placed on firm/agency as and when required and shift timings of this additional manpower also may differ from general shift timings. Further, in case, working hours for this manpower exceeds eight hours then they will be paid overtime on the basis of each additional one hour subject to maximum of twelve hours shift.
- (xviii) If the firm fails to execute the contract, the EMD will be forfeited.

- (xix) In case the services of the firm are not found satisfactory, the IGNCA can terminate the contract by giving one month's notice in writing.
- (xx) The IGNCA reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.
- (xxi) All personnel employed by the Tenderer shall be bound to provide full help in extinguishing any fire, that may break out anywhere in the campus. In the event of any mal practice on the part of the Tenderer or his employees vis-a-vis any staff of the IGNCA or otherwise, the right to terminate the Contract will vest with the IGNCA.
- (xxii) TDS will be deducted as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Tenderer by IGNCA. The responsibility of paying the G.S.T. as per prevailing rates and as claimed in the bill amount, will be of the Tenderer. The Tenderer will be required to furnish proof of such deposit to the IGNCA every month.
- (xxiii) In case of breach of any of the terms of Agreement, the security deposit of the Firm will be liable to be forfeited by the IGNCA. In addition, the Contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the IGNCA including the security deposit refundable under the contract can be appropriated by the IGNCA against any amount which the firm may owe to the IGNCA, New Delhi.
- (xxiv) The firm/agency shall be liable to be fined to the extent of Rs. 1000/- in each case for any theft besides the recovery of the cost of the item lost/stolen in the premises of IGNCA which are not covered in clauses of the contract agreement.
- (xxv) The firm will ensure that no unauthorized entry is permitted and the guards at the entry points are able to cater to the legitimate visitors without embarrassment or discourtesy.
- (xxvi) In case of any difference of opinion or dispute arising between the Parties, regarding interpretation or implementation of any of the terms and conditions of the Contract/Agreement then the same shall be referred to the sole arbitration of the Management of the IGNCA whose decision shall be final and binding upon both the parties.
- (xxvii) The Firm shall compensate in full the loss sustained by IGNCA or its campus inmates on account of any theft, burglary and any other kind of intrusion in the campus entrusted to him for security. The

amount of loss to be compensated by the firm shall be determined by the Management of the IGNCA arrived at on the basis of or otherwise, on findings of a Joint Committee Enquiry including Representatives of both the IGNCA and the firm, and the same shall be binding on the firm.

- (xxviii) In case of any theft or burglary it will be the duty of the Security firm or its representative to lodge an F.I.R. at the concerned Police Station under due intimation to the IGNCA. The matter may be referred to the Law Enforcement Authority, if it doesn't get settled for recovered. If the IGNCA does not have enough dues of the Company/Firm with it to recover such amount, legal remedies will be resorted to as per the prevailing Law of the Land.
- (xxix) The Firm shall also be fully responsible for any loss, of material and property of IGNCA attributable to the negligence or failure of the Security personnel in complying with the prescribed procedure. All losses suffered by IGNCA on this account shall be compensated in full by the firm. The decision of Joint Secretary of the IGNCA this regard shall be final and binding on the firm.

6.2 HOUSEKEEPING SERVICES

- (i) The contractor shall deploy experienced Safai/Karamchari's to the satisfaction of the Competent Authority for performing the cleanliness Jobs. The contractor shall deploy the required number of SafaiKaramchari's in each shift or as may be decided by IGNCA according to exigency of work. The total area consisting of buildings of IGNCA i.e. Janpath Building, Near Western Court, Janpath, New Delhi is 23863.88 Sqmtr. The building consists of Main Building built up area measuring 19908.67 sqmtr., New Building area measuring 2754.61 sqmtr. and the area where Staff Quarter is located is measuring 1200.6sqmtr.
- (ii) The contractor shall maintain register for marking the attendance by housekeeping personnel deployed by him, which will be seen/verified by an authorized officer of IGNCA periodically.
- (iii) The contractor shall issue photo-identity cards to his personnel deployed in the building for performing duty, which will be signed by him and displayed by them on their person while they in the premises of IGNCA.
- (iv) Terms of payment for wages etc. once decided at the time of the award of the contract and included in the agreement shall not be subject to

revision except that payment on account of enhancement escalation on account of revision of central wages by Government from time to time shall be payable by the IGNCA to the Contractor.

- (v) The contractor shall be required to sign an agreement on a non-judicial stamp paper of appropriate value for satisfactory performance of housekeeping work of the building contract.
- (vi) The payment of housekeeping contract will be made on monthly basis within ten working days from the date of receipt of the contractor's bill in duplicate, duly pre-receipted on revenue stamp and complete in all respects. The contractor has to ensure that while discontinuing his staff member, he should pay him/her wages at the time of his/her discontinuation in the presence of implementation Committee representative.
- (vii) Cleaning work should start in such a way that the contractor should ensure that cleaning work is completed by 08.30 am.
- (viii) All the waste/garbage shall be collected and dumped off at the pit situated outside campus.
- (ix) Workmen deployed for safai/upkeep should have good knowledge and experience in cleaning of fittings and fixtures, including ceiling fans, wall fans etc., removing of cobwebs.
- (x) The Safai/upkeep work has to be done with utmost care, diligently and the contractor shall supervise, inspect and issue instructions to its worker for the contraction proper and efficient discharge of the work proper and efficient discharge of the work.
- (xi) The upkeep workers shall work from Monday to Saturday and be given weekly off on Sunday. However, the contractor shall depute workers on holidays; IGNCA will verify the attendance record of the Housekeeping personnel as weekly offs in case of need.
- (xii) IGNCA will verify the attendance record of the Housekeeping personnel as maintained by the contractor, daily or at regular intervals as convenient and maintained certify to the corrections of the attendance to avoid any discrepancy in the monthly bills prepared.
- (xiii) If IGNCA considers that the replacement of a particular person is essential, it will be done by the contractor immediately on receipt of specific instruction of IGNCA administration.
- (xiv) Disposal of the garbage including pruned tree branches is to be made everyday.

- (xv) That the contractor would provide efficient experienced, honest workmen to complete the Safai/Upkeep work within specified time. The Safai/upkeep work shall include cleaning of floors, corridors, staircases, door windows, panel/glazed aluminium portions, toilet, removal of garbage and dumping the same as dumping site situated outside the IGNCA Campus.
- (xvi) Wiping of floors using soft brooms, thrice daily (morning before lunch & post lunch) and swabbing with stabbers drenched with cleaning powder, fluid, cleanzoetc. thrice or more as required.
- (xvii) Cleaning and dusting doors partitions, door frames, windows, ventilator etc., once in a week or more as required.
- (xviii) Cleaning & washing of floors, urinal portion walls of toilets and mopping the surfaces with mops twice daily or as required.
- (xix) Putting of naphthalene balls and air freshener cakes in urinal commodes.
- (xx) All the exposed porcelain surfaces shall be kept sparkling clean. No dirty stains sport must be seen on the walls or floors.
- (xxi) Brooming of floors shall be done once in every week.
- (xxii) Removal of cobwebs using cobweb brush inside and outside the building once in every month or more as required.
- (xxiii) Sweeping of road area/open area once daily early in the morning.
- (xxiv) Cleaning of basements area including toilets and pump, Generator Room Plant rooms etc. twice a week as required by the users.
- (xxv) Housekeeping of building includes the cleaning of terraces and open verandas etc.
- (xxvi) Register/Check list of cleaning/upkeep schedule verified by the supervisor of agency will be submitted to IGNCA Housekeeping In-charge or designated official. This register can be checked by IGNCA'S designated official at any time on weekly basis.
- (xxvii) IGNCA may approach the Selected Bidder for providing additional services in relation to manpower/resources or any ancillary services beyond the scope/services stipulated herein, that may be required by IGNCA from time to time at mutually agreed rates, as may be agreed between IGNCA and the Selected Bidder.
- (xxviii) The contract for housekeeping services will be offered initially for a period of two years and may be extended for additional 1 year based on performance of agency in the previous years.

7. DISQUALIFICATION CONDITION/PENALTIES/ARBITRATION/FOR CE MAJEURE

7.1 DISQUALIFICATION

Bidders who are currently blacklisted or otherwise debarred by Central / State Govt. / Statutory Corporations will be ineligible to bid during the bid of such blacklisting/department.

Any bidder whose contract with respect to providing security services being provided to Central / State Government has been terminated before the expiry of the contract, for breach, if any of terms and conditions at any point of time during the last three years, will be ineligible to bid.

If the proprietor or any of the partner of the bidder/ firm of the Directors of the Bidder Company have been at any time convicted by a court for any offence in India or aboard related to the services, such bidder shall be ineligible.

Bidder on whom a penalty has been imposed by any of the statutory authority including EPFO Department, Service Tax Department, ESIC etc. shall become ineligible.

The formation of cartel by bidders or any bidder formed out of cartel for processing any contract including present bid will be declared ineligible.

An unregistered partnership firm or unregistered society shall not be eligible to apply for the bid.

7.2 PENALTIES

The penalties which will form a part of the final work awarded will be as follows:-

- (i) That the contractor shall be responsible for the faithful compliance of the awarded work order. Any breach or failure to perform the same may result intermination of the work award order and the forfeiture of the security deposit.
- (ii) That the contractor violates any of the terms and conditions of the work order on commits any fault or their services are not to the entire satisfaction of the officer authorized by the IGNCA, in this behalf, a penalty leading to a deduction of up to a maximum of 5% of the total amount of bill for a particular month may be imposed.

- (iii) The Contractor has to maintain adequate number of manpower as per the contract and also arrange a pool of standby manpower/supervisor. If the required number of workers/supervisors is less than specified number as mentioned in the contract, a penalty of Rs. 500/- per absentee per day shall be deducted from the bill(s) for a particular month, after approval from the management.
- (iv) The Contractor shall supply fresh sets of uniforms/badges, identify cards, to all personnel who shall wear the same while on work and also keep their uniform neat and clean. If any employee is found without uniform, penalty of Rs. 500/- per person per day shall be recovered from Contractor's bill for a particular month.

7.3 ARBITRATION

The following points to be added as per legal requirements :-

- a) Any claim, dispute or difference relating to OR arising out of the Agreement shall be governed by the Arbitration & Conciliation Act, 1996 of a Sole Arbitrator. The arbitration shall be subject to the Arbitration & Conciliation Act, 1996 as may be amended from time to time. The Delhi International Arbitration Centre (DIAC), will appoint the Sole Arbitrator and will conduct arbitration in accordance with the rules for conduct of Arbitration proceedings then in force and applicable to the proceedings. The seat & Venue of the arbitration shall be New Delhi. The arbitration award shall be final & binding. The proceedings shall be undertaken in English language.
- b) Dispute Resolutions :-

In case of dispute in relation to their RFP/Tender or with respect to further related contracts all disputes to be resolved in the Courts within the Jurisdiction of Delhi State.

7.4 FORCE MAJEURE

If at any time, during continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come

to an operation end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60days either party may at his opinion terminate the contract.

Provided, also that if the contract is terminated, the Institute shall be at liberty to take over from the Security Agency, the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

8. GENERAL PROVISIONS

8.1 PERFORMANCE SECURITY AMOUNT

As security for the due and faithful performance and discharge of all obligations in terms of provision of the Contract, Performance Security equal to 3% of the contract value shall be furnished by the successful bidder to the Authority no later than the date specified in the Letter of Award. The performance security shall be in the form of unconditional bank guarantee issued by a bank acceptable to the Authority.

The performance bank guarantee shall be valid until a date pursuant to completion of the assignment and will be released within 15 days of successful bidder is found to be satisfactory & in accordance with provisions of the contract.

If the successful bidder fails to perform the services satisfactorily in accordance with the provision of this agreement, the Performance Security shall be forfeited.

If applicant does not perform the work at all, or Applicant stops working, the amount of Performance security shall be forfeited and the agency shall be blacklisted. It may also result in heavy penalties as decided by the Authority.

8.2 WAIVERS

Client may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

8.3 CONFIDENTIALITY

The successful bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client or operations without the prior written consent of the Department unless it is directed to do so by any statutory entity that has the power under law to require its disclosure.

8.4 DUTIES, TAXES AND STATUTORY LEVIES

The bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.

The bidder shall bear all corporate taxes, levied or imposed on account of payments received from client for the work done under this Contract.

The bid amount shall be exclusive of Goods & Service Tax ("GST")

The bidder shall be solely responsible for the payment / fulfilment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Client shall not bear responsibility for the same.

9. SECURITY SERVICES (PART I)

9.1 SECURITY- SCHEDULE OF MANPOWER

The following number of staff is the minimum requirement to be deployed, for the security of IGNCA premises:-

Requirement	No. of Personnel required	Duty Hours
Security officer (having 5 year similar experience)	01(One)	General Shift (9 am to 6 pm) (Security Officer will serve as one point contract for IGNCA as well as security agency alike)

Security supervisors (having 5 year similar experience)	3(Three) per day	Three security supervisors
Security Guards round the clock	54(Fifty Four)per day	18 guards as per shift of 8 hours in all three shifts per day

The requirement may vary from time to time depending upon the actual conditions, (Events, Exhibitions, National & International Seminars, etc.). Whenever additional requirements exist, additional payments for the services will be billed and paid by mutual agreement with the event organiser. Cost breakup indicated in Tender Document will be referred for these. In the event of security agency being hired for providing services in IGNSA premises during the events hosted/co-hosted by outside agencies, the bill for that event will be raised for the name of that agency for providing additional manpower over and above security services being provided to IGNSA.

9.2 SECURITY – BREAKUP OF WAGES

S. No.	Requirement	Security Supervisor – Highly Skilled Central wages (Amount in Rs.)	Security Guard – as defined in Central Wages(Amount in Rs.)	Security Officer (Amount in Rs.)
1	Basic Salary *	22464	20670	30000
2	EPF@12%	1800	1800	1800
3	ESI@3.25% **	N.A.	672	N.A.
4	Admin and EDLI@1%	150	150	150
5	Bonus@8.33%	1872	1722	2499
6.	Leave@8.33%	1872	1722	2499

7.	Gratuity 4.81%	1081	995	1443
8.	Sub Total	29239	27731	38391
9.	1/6 for weekly off and holidays on S. No. 7	3744	3445	5000
10.	Cost of off on 3 national holidays 3/365 @ 0.82%	185	170	246
11	Uniform	650	650	650
12	Grand Total	33818	31996	44287

(*) Rates are as per central minimum wages as on March 2022 and same will be paid as revised from time to time by the Govt.

(**) In case ESIC cover is not mandatory as per the salary structure of the employee, then the medical insurance cover of at least 5 lakhs and accidental insurance cover for at least 3 lakhs can be taken for such employees and the same will be reimbursed on submission of original bills of insurance policy.

Note 1: Uniform Charges includes winter and summer uniforms.

Note 2 : Security services have to be provided round the clock and it will be the responsibility of the firm to give weekly off and leave, if any, admissible to his/her employees by making proper arrangements without disrupting services.

Note 3: Serial Nos. 1,2,3,4,5,6,7,8,9 and 10 are mandatory and must be provided as per statutory provisions.

Note 3: Making of payments to the statutory authorities as applicable shall be responsibility of the contractor.

9.3 SECURITY-SCOPE OF WORK

The firm/agency shall provide the 24 hours services of Security Guards in a shift of 8 hours for all days including Saturdays, Sundays and Public Holidays at IGNCA Complex, New Delhi. Additional services of events in IGNCA or Regional Centre requirements will be part of the scope also, as the need arises.

The contract for security arrangements will be offered initially for a period of two years and may be extended for additional years based on performance of agency in first two years.

9.4 FINANCIAL BID FOR SECURITY SERVICES

Service Charges Proposed are _____ (in percentage) of Grand Total (S. No. 12) as stipulated in Clause 9.2 above.

Noted 1: The financial bid (i.e. Service charges) is to be submitted by the Bidder on the letter head of the entity.

Note 2: To maintain the quality of services, the Bidder is mandated to bid at least 5% of the Service Charges under the Financial Bid.

All the terms and conditions of the tender are acceptable to the undersigned.

Date: Signature of the Authorized Person

Place: Name:

Seal:

10. HOUSEKEEPING SERVICES (PART II)

10.1 HOUSEKEEPING - SCHEDULE OF MANPOWER

The following 70 number of manpower will be required to be deployed daily by the Contractor for sweeping, cleaning of toilets and disposal of garbage etc.

o **For Morning Shift – 7:30 am to 3:30 pm**

Requirement	No. of Personnel required	Remarks
Site In charge (having 5 year similar experience)	01 (One)	One SiteIn charge will serve as one point contact for IGNCA
Housekeeping supervisors (having 5 year similar experience)	3(Three)	Three Housekeeping supervisors
Housekeeping Staff	60(Sixty)	<ul style="list-style-type: none"> Number of Male Housekeepers - 50(Fifty)

		<ul style="list-style-type: none"> • Number of Female Housekeepers – 10 (Ten)
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○ **For Afternoon Shift – 12 noon to 8 PM**

Requirement	No. of Personnel required	Remarks
Housekeeping Staff	7 (Seven)	<ul style="list-style-type: none"> • Number of Male Housekeepers - 5 (Five) • Number of Female Housekeepers – 2 (Two)

Note 2: Additional manpower will have to be provided by the Contractor as and when required by IGNC Administration.

Note 3: The above shifts are subject to change. However, the duration of the shift will be of 08.00 hrs. only.

Note 4: Further, in case, if manpower is used for more than eight hours due to administrative reasons, over time will be paid for extra hours, as per rules.

10.2 HOUSEKEEPING -BREAK-UP OF WAGES

S. No.	Requirement	Site In charge (Amount in Rs.)	Housekeeping Supervisor (Amount in Rs.) Highly Skilled Central wages	House-keeping Staff (Amount in Rs.) Safai – Karamcha as defined by central wages
1	Basic Salary *	30000	22464	17004

2	<u>EPF@12%</u>	1800	1800	1800
3	<u>ESI@3.25% **</u>	N.A.	N.A.	553
4	<u>EDLI@1%</u>	150	150	150
5	<u>Bonus@8.33%</u>	2499	1872	1417
6	Leave@8.33%	2499	1872	1417
7	Gratuity @ Gratuity 4.81%	1443	1081	818
8	Uniform Charges	500	500	500
9	Grand Total	38891	29739	23659

(*) Rates are as per central minimum wages as on March 2022 and same will be paid as revised from time to time by the Govt.

(**) In case ESIC cover is not mandatory as per the salary structure of the employee, then the medical insurance cover of at least 5 lakhs and accidental insurance cover for at least 3 lakhs can be taken for such employees and the same will be reimbursed on submission of original bills of insurance policy.

Note 1: Uniform Charges includes winter and summer uniforms.

Note 2: Serial Nos. 1,2,3,4,5,6 and 7 are mandatory and must be provided as per statutory provisions.

Note 3: Making of payments to the statutory authorities as applicable shall be responsibility of the contractor.

10.3 HOUSEKEEPING SERVICES SCOPE OF WORK

To clean the office premises by 8.30 AM daily positively. To maintain neat and clean and hygienic office environment, collect the garbage and its environment friendly disposal. Whenever additional manpower is required the contractor will have to arrange it, on the rates and statutory charges etc. quoted by to the contractor in the financial bid. Supervisor should be made responsible for inventory of toilet taps etc..

S. No.	Activity	Continous	Daily	Weekly	Monthly	Machines/ Equipments	Chemicals
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1	Rooms and Corridor Cleaning	Dust Control with Dust Control	Scrubbing & Drying with Machine	Deep Scrubbing & Drying with Auto Scrubber Dryer	-	Auto Scrubber Dryer, Dust Controller	Taski R2/ Spiral
2	Staircase Cleaning	-	Dry Mopping followed with Wet Mopping & Grill Cleaning	Vacuuming with Dry Vacuum	Scrubbing & drying with Single Disk & Wet Vacuum	Single Disc, Wet & Dry Vacuum cleaner, Kentucky Mop	Taski R2/ Spiral
3	Drinking Water Area Cleaning	Wet & Dry Moping	Vacuum drying with wet vacuum Cleaner	Scrubbing & drying with Single Disk & Wet Vacuum	-	Single Disc Scrubber/Dry Vacuum cleaner	Taski R2/ Spiral
4	Garbage Collection & Disposal	-	Removal of Garbage	Washing of Dustbins	-	-	-
5	Wall/Roof	-		Damp wiping up to reachable height	Removal of Cobwebs with Dry Vacuum	Dry Vacuum Cleaner/Cob web removal kit	-
6	Fire Extinguisher Cleaning	-	Damp wiping			-	-
7	Chairs	-	Damp wiping	Vacuum Drying with Dry Vacuum	-	-	-
8	Window Glass	-	Washing & Drying with Glass Kit (Selection wise)	-	-	Glass Kit	Taski R3

9	Toilet Cleaning	-		Damp wiping	-	-	Taski R3
10	Toilet Cleaning	Wet & Dry Moping		Washing with High Pressure Jet	-	-	Taski R1, R2
11	Sweeping of roads & open area	-	Manually	-	Washing with High Pressure Jet	-	-

10.4 FINANCIAL BID FOR HOUSEKEEPING SERVICES

Service Charges Proposed are _____ (in percentage) of Grand Total (S. No. 9) as stipulated in Clause 10.2 above.

Noted 1: The financial bid (i.e. Service charges) is to be submitted by the Bidder on the letter head of the entity.

Note 2: To maintain the quality of services, the Bidder is mandated to bid at least 5% of the Service Charges under the Financial Bid.

Note 3: The bid is for supply of Manpower for Housekeeping Services.

All the terms and conditions of the tender are acceptable to the undersigned.

Date: Signature of the Authorized Person

Place: Name:

Seal: