

**OFFICE OF THE PRINCIPAL CONTROLLER OF ACCOUNTS (FYS)**  
**MINISTRY OF DEFENCE**  
**10-A, SHAHEED KHUDIRAM BOSE ROAD, KOLKATA-700001**

File No. 555/AN-C/Sweeping-Cleaning(RTC)

Dated:18.02.2016.

**REQUEST FOR PROPOSAL**  
**INTRODUCTION**

**RFP FOR SWEEPING CLEANING SERVICES IN THE DAD TRANSIT FACILITY AND RESIDENTIAL COMPLEX AT REGIONAL TRAINING CENTRE AT RTC (ER), EM BLOCK, SECTOR-V, SALT LAKE, KOLKATA-700091.**

The DAD Transit Facility and Residential Complex under the jurisdiction of PC of A (Fys), Kolkata is located at RTC(ER), EM Block, Sector-V, Salt Lake, Kolkata-700091. There are four numbers of Type-IV, four numbers of Type-V and one Type-VI Quarter. Also there is a DAD Transit Facility consists of eight numbers of VIP Rooms along with two numbers of banquets, the gymnasium, a pantry room, toilets and a lounge with receptions.

Ground Floor Consists of:

- A. 02 Banquets, 01 Gymnasium, 01 Pantry Room, 01 lounge with receptions.

First Floor Consists of:

- A. 01 VVIP Suits namely Shantiniketan.
- B. 03 VIP Suits namely KAnchenjhunga, Madhubani & Udaygiri

Second Floor Consists of:

- A. 04 Suits namely Kaziranga, Cherapunji, Loktak & Teesta-Torsa.

## INSTRUCTIONS FOR THE BIDDER

1. The Office of the Principal Controller of Accounts (Fys), Kolkata requires the services of a reputed, well established and financially sound Housekeeping Company/Firm/ Agency for providing Sweeping Cleaning Services and invitation for quotations for AMC for upkeepment and maintaining cleanliness of its “Transit Facility” and “Residential Complex” at Regional Training Centre Complex” at EM Block, Sector-V, Salt Lake, Kolkata-700091 as well as providing services to the Guests staying at Transit Facility.
2. The contract is to be for One Year w.e.f the date of issue of work order. The period of the contract may further be extended after the completion of the contract, if this Office is satisfied with the present arrangement for sweeping cleaning or may be curtailed/ terminated before the contract period owing to deficiency in service or substandard quality or cleanliness by the selected Company/Firm/Agency. This Office, however, reserves the right to terminate the initial contract at any time after giving one month notice to the selected service providing Company/Firm/Agency.
3. General information about the tender:
  - A. Tender Reference No: 555/AN-C/Sweeping-Cleaning(RTC) dated 31.12.2015.
  - B. Last Date & Time for receipt of tender: 11.03.2016 at 12.00 Hrs.
  - C. Time & Date of Opening of Tender: 11.03.2016 At 15.00 Hrs.
  - D. Place of Opening of Tender: Conference Room at 2<sup>nd</sup> Floor of PCA (Fys), MO.
  - E. Communication Address: Shri V.Nageswara Rao, Sr.AO.  
O/o the PC of A(Fys), Kolkata  
Ayudh Bhawan  
10A, S.K.Bose Road, Kolkata-700001.
  - F. Contact Number: 033-2248-9121, Extn. No.355, 332
  - G. Website: [www.pcafys.nic.in](http://www.pcafys.nic.in) and email: [cda-cal@nic.in](mailto:cda-cal@nic.in).
  - H. FAX No. 033-2248-0991.
4. **Bids System** – Single Bid System i.e Commercial Bids.
5. **Forwarding of Bids**- Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT account , etc and complete postal and e-mail address of their Office.
6. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14(fourteen) days prior to the date of opening of the Bids. Copy of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
7. **Modification and withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than that the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of bid during this period will result in Bidder’s forfeiture of bid security.
8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification

will be given in writing and no change in prices of substance of the bid will be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.

9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
10. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches within the due date and time of opening of the Bid.
11. **Validity of Bids:** The Bids should remain valid till for 90 days from the last date of submission of the Bids.
12. Firm shall be required to accept the SCOC. A Contract will be signed between the Contract Operating Authority (COA) and Office of the PC of A (Fys), Kolkata incorporating the SCOC at Enclosure III of this RFP, which will form an integral part of the contract.
13. The SOR (Enclosure I) and SCOC (Enclosure II) should be carefully considered while preparing the bids. Interested tenderer may resolve all clarifications by visiting the location i.e. of Office of the PC of A (Fys), Kolkata before tendering. Any other additional requirement to be quoted may be given in additional annexure.
14. **SUBMISSION/OPENING OF THE TENDER:**
  - A. The technical and commercial bids are to be submitted in two separate sealed envelopes, duly marked as RFP No.555/AN-C/Sweeping-Cleaning(RTC) dated 31.12.2015". The quotes are to be super scribed with your firms name, address and official seal and ink signed by an authorized representative of the Tenderer. Sealed bids will be addressed to Sr. Accounts Officer (Admin Central Section), Office of the PC of A(Fys), Kolkata at 10A, S.K.Bose Road, Kolkata-700001 and should be dropped in the tender box placed at the 6<sup>th</sup> Floor, in front of Cash Section of this Office.
  - B. Sealed quotations will be opened by a committee on due date and time. Your authorized representative duly carrying an authorization letter from the company may attend the tender opening. Due to any exigency if the date of opening of tender is declared as closed holiday, the tender will be opened on next working day at the same time. The date of opening of Commercial Bids will be intimated after acceptance of Technical Bids.
  - C. The Tenders sent by Fax will not be considered. To avoid complications with regard to late receipts/non receipts of tender, it may please be noted that the responsibility rests with tenderer to ensure that tenders reach this Office before due date and time. Late quotes will be rejected out rightly.
  - D. Commercial offers of only those firms will be opened, whose technical offers would be found suitable after technical evaluation. Further negotiations, if required, will be made only with the lower bidder (L-1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately. The commercial bid once opened will not be unilaterally revised by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.
15. **EARNEST MONEY DEPOSIT:**

The bidders are to furnish EMD for a sum of **Rs.10000/- (Rupees Ten Thousand only)**, with a Validity of 45 days beyond the final bid validity period. The bid security may be accepted in the form of an Account Payee, Demand Draft or Fixed Deposit Receipt of Banker's Cheque or Bank Guarantee from any of the Public Sector banks or a private sector bank authorized to conduct government basis in the name of **C of A (Fys) Kolkata**.

Whereas.....(herein after called the "bidder")  
has submitted their offer dated.....for the  
supply of .....( herein after called the "bid") against the  
buyer's request for proposal No.....KNOW ALL MEN by  
these presents that WE .....  
.....of.....having Our  
registered office at .....are bound  
unto.....( herein after called the "buyer) in the sum  
of.....for which  
payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and  
assigns by these presents.

Sealed with the Common seal of the said Banks this.....day of .....2015.

The conditions of obligations are:

- i) If the bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this tender.
- ii) If the bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
  - A. If the bidder fails to furnish the Performance Security for the due Performance Security for the due performance of the contract.
  - B. Fails or refuses to accept/execute the contract.

We undertake to pay the buyer upto the above amount upon receipt of its first written Demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized Officer of the Bank)  
Name & Designation of the Officer

Seal, name and address of the Bank & address of the Branch

- i. The Commercial Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.10000/- in the form od Demand Draft/Pay Order drawn in favour of the "C of A (Fys), Kolkata only" failing which the tender shall be rejected out rightly.
- ii. The EMD in respect of the Agency which does not qualify the Financial Bid shall be returned without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the Agency fails to provide services against the initial requirement within 15 days from date of placing the Order, the EMD shall stand forfeited without giving any further notice.

## **STANDARD CONDITIONS OF CONTRACT (SCOC)**

SCOC shall be required to be accepted in full by all the firms participating in the contract. A contract will be signed between the Contract Operating Authority (COA) i.e successful bidder and Office of the PC of A(Fys), Kolkata incorporating the SCOC as Enclosure-III of this RFP, which will form integral part of the Contract.

### **LEGAL:**

1. The service provider shall be responsible for compliance of all statutory relating to Minimum Wages, EPF, ESI Service Tax and any other Laws/Taxes/Acts/Rules etc. governing the matter/issues etc. if at any point of time it is noticed that the Contractor is not meeting out/violating any procedures/taxes/Acts/Rules then that will be met out, out of the Performance Security Deposit made by the Contractor.
2. The Service Provider shall also be liable for depositing all taxes, levies, CESS etc. on account of service rendered by it to the Office of the PC of A (Fys), Kolkata to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
3. The Service Provider shall maintain all stator registers under the applicable laws. The agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under law.
4. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
5. In case, the tendering agency fails to comply with any statutory provision/taxation liability under appropriate law and as a result thereof the Office is put to any loss/obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
6. The Service provider will solely be responsible for any legal case/dispute raised by his workers deployed in the PC of A (Fys), Kolkata Office and the Govt. of India will in no way be responsible for any such legal costs/disputes.

### **FINANCIAL:**

- i. Bids, offering rates which are lower than the minimum wages for the pertinent category, would be rejected.
- ii. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
- iii. In case of breach of any terms and conditions stipulated in the contract, the performance Security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.
- iv. The Agency shall raise the bill, individual wise in triplicate, along with attendance sheet to the Division under whom the outsourced employees has been deployed in the first week of the succeeding month. The concerned office/officer will send the bills duly verified to the AN-VI Section, O/o the PCA(Fys), Kolkata, for sanction and payment.

v. The Agency will provide Aadhar Card No. and full bank details, EPF Account No. and ESIC Registration No. for each individual. Whenever new individual is deployed , such details will be provided within one week of deployment.

vi. The Claims towards Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned monthbill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office. The copies/ tax receipts/ tokens deposited in respective offices should be submitted to this office on monthly basis.

vii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the PCA(Fys), Kolkata. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the PCA(Fys), Kolkata

viii. The Office of the PCA(Fys), Kolkata reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any of the problems encountered at any stage.

### **OTHER REQUIREMENTS FOR THE TENDERING**

The Tendering Service Provider Company/Firm/Agency should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Service Provider Firm should be located within the City of Kolkata.
2. The Service Provider Firm should be registered with the appropriate registration authority.
3. Service Provider Firm should have its own Bank Account, PAN No, TIN No and Service Tax No.
4. Service Provider Firm should be registered with EPF Organization (EPFO) and ESIC under the respective Acts/laws.
5. The Firm will provide Aadhar Card No. and full Bank details, EPF Account No and ESIC Registration No for each individual. Whenever new individual is deployed, such details will be provided within one week of deployment.
6. The Claims towards Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office. The copies/ tax receipts/ tokens deposited in respective offices should be submitted to this office on monthly basis.

### **SCHEDULE OF REQUIREMENTS (SOR)**

#### **A. SERVICE REQUIRED**

**Sweeping Cleaning and Housekeeping work.**

#### **B. Requirement of Manpower for the services:**

**07 Manpower for 30 Days.**

**DAILY WORK:**

- a) Dusting and cleaning of rooms, corridors, toilets, stair-cases.
- b) Wet mopping of rooms, corridors with necessary detergents.
- c) Dusting of stairs and railings.
- d) Cleaning of toilets with toilet cleaners and deodorants etc.
- e) All toilets in the premises and other areas should be cleaned every day.
- f) Collecting wastes and garbage and deporting it to the dumping areas.
- g) Such other cleaning or up keeping work as may be entrusted by the competent authority.
- h) Office of the PC of A(Fys), Kolkata will provide only required quantity of water for cleaning.

**EMERGENCY WORK**

- 1) Cleaning and removing of Blockage in pipes in toilets and building premises.

**WEEKEND WORK:**

- a) Dusting of ceilings, walls, tube lights, light shades, frames etc. in the staircases, corridors and Toilets.
- b) Cleaning internally and externally glasses of all windows once in a week.
- c) Cleaning of all the furniture, doors and other wooden portion placed in those rooms.
- d) Brushing and washing of floors, stairs with necessary detergents, cleaning with chemicals etc.
- e) Removing stains from walls/floors of corridors, Toilets and Staircases.
- f) Removing cobwebs once in a week.

The contractor should supply housekeeping consumables as per approved list. The Consumables required per month for housekeeping, cleaning work will have to be stored at the store room as provided in the office of the PC of A (Fys), Kolkata, well in one month advance. The consumables should be of the standard specified and before storing at the stores the same should be got verified by Caretaker, PCA (Fys), Kolkata regarding the quality and brand.

**INSPECTION:**

The contractor should see that the staff properly cleans all the floors engaged for the purpose by 07.00 AM. The contractor should exercise check at regular intervals on employees and ensure prompt service. The contractor shall not sublet transfer or assign this contract or any part thereof to a third party without the prior approval of the office of the PC of A (Fys), Kolkata. The authority will lie with the inspecting, deputed officer of the department to terminate and ask for the defaulting attendant to leave the premises in case of indiscipline, lack of duties and unbecoming behaviour within 24 hours and the contractor or his deputed supervisor shall replace the said attendant within 24 hours of the receipt of complaint oral / written.

**TOILETS:**

- (i) All the toilets shall be cleaned and made fit for use by 07.00 a.m. every day. In the areas of the DAD Residential Complex and Transit Facility which are to be cleaned daily, the first cleaning operation in all aspects shall be completed and made fit to use by 07.00 a.m. All periodical operations shall be executed Continuously. Care shall be taken that the cleaning operation does not obstruct the use of toilets for a very long time. The common toilets in the office, urinals, commodes, wash basins, mirrors, tap fittings etc. shall be cleaned four times daily. The workers/ attendants employed for cleaning and supervision of toilets should be adequate in number and cater to the needs of daily cleaning.
- (ii) Toilet fresheners, naphthalene balls and urinal cubes shall be applied in all toilets by the contractor at its own cost.
- (iii) The electrical fittings like tube lights, exhaust fans etc. and tiles shall be cleaned once in a week.
- (iv) The pipeline shafts in all parts of the building shall be cleaned once a week and sometimes during middle of the week, if need be.
- (v) A time chart of the cleaning work undertaken at the common toilets shall be exhibited at the rear side of the toilet door and shall have the initials of the house keeper and the supervisor as a mark of having completed the cleaning operation.
- (vi) A performance Report has to be prepared by the Contractor and will be verified by the board nominated for the purpose by the competent authority.

## **COMMON AREA:**

- (i) The corridor area, staircase and its railings shall be cleaned and mopped thrice a day. The corridors and staircases shall also be cleaned using a scrubber once in a week.
- (ii) The electrical fittings like tube lights, exhaust fans etc. in the corridor, staircases shall be cleaned once in a fortnight.
- (iii) The doors, windows, glass, partitions, walls, skirting, artificial plants, door mats, carpets, paintings, name boards, fire extinguishers etc. in the corridors and staircases shall also be wiped clean once in a week.
- (iv) Apart from periodic cleaning, if stains, spills or footmarks or by any act of human or nature, anything is found or reported in these areas, the same shall be cleaned immediately.
- (vi) Cobwebs, honey combs etc. if found or reported anywhere shall be removed immediately. Fumigation, fogging and spray of larvicides shall be done once in a month to control mosquito and cockroach infestations. Periodical measures shall be undertaken to prevent rodent menace.
- (vii) All rubbish and waste items that get accumulated at the canteen/toilets/corridors/open spaces/lawn and staircases shall be relocated periodically to the dumping points set up by the Department/Corporation of Kolkata and there shall be no left-over at the end of the day and it has to be dumped outside the Building complex/campus by lifting those accumulated garbage using its own chinery/equipments/vehicles by the company/agency/firm. The exterior area of building premises also shall be cleaned every day.

## **ENCLOSURE-III**

### **STANDARD CONDITIONS OF CONTRACT**

Special conditions of contract are supplementary conditions applicable to a specific tender and contract. Such conditions become essential particularly in cases of contract for supply of services or even equipment. In addition, there may be a need to stipulate conditions like stage inspection, acceptance trials, installation, setting to work, and commissioning or pre-defined stages of payment for services.

- i) Any short supply or inadequacy with regard to manpower, consumables and equipment employed by the contractor as stated in the commercial bid shall be viewed seriously.
- ii) In the areas in the office which are to be cleaned daily, the first cleaning operation in all aspects shall be completed and made fit to use by 07.00 a.m. All periodical operations shall be executed continuously till the closing time i.e. 6.00 p.m. Necessary baskets to carry the cleaning material properly will also be provided by the vendor.
- iii) The schedule of weekly and fortnightly cleaning operations to be undertaken shall be submitted to the designated officer on the last working day of the previous month and the contractor shall strictly adhere to the schedule. All weekly and fortnightly cleaning operations (other than dust removal on records through vacuum cleaning) shall be undertaken on Saturdays and holidays or at the convenience of the officer occupying the chamber.
- iv) The contractor shall ensure that his employees shall have Identity Cards, provided by the contractor which shall be worn in such a way that it is prominently displayed and visible for any person to identify the individual representing the contractor.
- v) The employees shall report to the officer-in-charge assigned by the Department. **If the performance of the contractor is not found to be satisfactory, 5% of the bill amount of the month shall be deducted and in case of continued poor performance contract will be terminated after giving written notice.**
- vi) The contractor shall provide all cleaning equipment and cleaning materials which shall be harmless and eco-friendly and shall in no way damage the floors and other items by way of fading stain, foaming, eroding etc. No escalation of cost of consumable cleaning materials will be allowed during the period of the contract. Some cleaning materials to be used are as under. Quality of material used to the satisfaction of the contracted will be ensured by the contractor.

### **Sl. No. PARTICULARS**

- 1. Liquid Soap (Dettol/Life boy/Lux)**
- 2. Lizol/Domex Floor cleaner**
- 3. Colin or Glass Cleaner**
- 4. Duster Cloth**
- 5. Soft Broom**
- 6. Coconut Broom**



- 7. Harpic
- 8. Mop Stick/PINZA Mop
- 9. Air Freshner/Odinal
- 10. Toilet napkins
- 11. Garbage Bag Big
- 12. Garbage Bag Small
- 13. Toilet Brush with Stand
- 14. Squeezer
- 15. Scrub Pad
- 16. Mugs
- 17. Dust Pan
- 18. Toilet Roll
- 19. Paper Napkings (Soft 2/4 ply)
- 20. Air Freshener/Spray Refill
- 21. Mosquito Spray
- 22. Detergent Cake
- 23.. Detergent Powder
- 24 Baskets

vii) All the housekeeping **supervisors** shall be available in the building premises from 7.00 a.m. to 4.00 p.m. on all working days. He shall be in-charge for the overall act of cleaning/pantry services in respect of the buildings.

viii) The contractor is responsible for payment of monthly salary on due date to the employees.

ix) The contractor is solely responsible for the statutory payments such as ESI, PF etc. paid to the concerned authorities. Proof of such payments have to be produced alongwith the bill .

x) The contractor shall submit the bills alongwith relevant documents for the current month in the succeeding month or thereafter so as to enable the Department to process the same and pay the ontractor.

xi) Tax shall be deducted at source as per the Income Tax Act from the monthly bills.

xii) If in the opinion of the Department, the contractor engages inadequate number of employees or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract, the Department may get the work done through a third party contractor, without any written notice to the contractor, the cost of which shall be recovered from the contractor from the monthly payment and/or the money available with the Department as performance guarantee.

xiii) In the event of the Department deciding to renew this contract on the same terms as embodied the decision to the contractor prior to the expiry of this agreement, in which event the parties to this agreement shall be governed by such documents for future or further transactions.

xiv) It shall be the responsibility of the contractor to comply with the service conditions of its employees including fixation and payment of their wages. However, in order to keep the Department informed, for the purpose of the Department's statutory responsibilities and liabilities if any, as may be applicable from time to time, the contractor shall intimate the Department, the details of wages paid to the workmen and if the need arises to depute its representative to be present at the time and place of disbursement of wages by the contractor and inspect relevant records if any. The Department may verify such payments made in the wage register maintained by the contractor.

xv) The contractor shall ensure that its employees present themselves clean and tidy and in proper attire whenever they carry out the work covered by this agreement. Their uniform shall be decided in consultation with the SAO (AN-C).

xvi) The contractor shall indemnify and shall keep the Department indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and the Department shall not be liable to pay for any damages or compensation to such person or to third party.

xvii) The contractor shall, at all times, indemnify the Department against any claim which could arise under the workmen's Compensation Act, 1953 and/or under any statutory notification thereof or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained to any of the workmen engaged by the contractor or other persons whose entry into the Department premises has been authorized by the contractor. The contractor shall insure all the employees engaged for this job and such policy shall be produced to the Department on demand.

xviii) In the event of any exigencies, the Department shall have discretion to call upon the contractor to provide such additional employees as may be necessary in its opinion for the purpose of effectively carrying out the services contemplated in this agreement.

xix) Service tax as per laws in force shall be paid by the Contractor.

xx) That the contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and/or considered necessary for the efficient performance of the contract.

xxi) That it shall be clearly agreed and understood by the contractor that all the persons provided shall be the employees of the contractor and all disputes between the contractor and its employees shall have no bearing on the Department. The Department shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee/ex-employee of the contractor. The contractor is fully responsible for disciplined behavior of its workmen.

xxii) The contractor shall not allow or incite his workers to participate in any trade union activities, agitations in any of the two premises.

xxiii) All damages caused by the contractor or that of the contractor's employees or arising out of its employee's instruction shall be charged to the contractor and recovered from his dues/bills or adjusted against the performance guarantee.

xxiv) Failure by the contractor to comply with any statutory requirement and/or the terms of the agreement during the period of contract shall result in deductions from the bill at the rate fixed by the Department for each lapse and/or termination of the contract and subsequent disqualification from participation in any future tender of the Department and/or any other government department..

xxv) The contractor is liable for payment of penalty at the discretion of the Department up to a maximum of Rs.1,000/- (Rupees one thousand only) per instance for poor services, inadequate staff, improper upkeep or cleaning, use of the office properties by the employees employed by the contractor etc. and/or for non-compliance of any terms of the contract and the same shall be recoverable from the bills payable to the contractor. This applies to all the work covered in this contract.

xxvi) Besides the above, an undertaking as follows shall also be furnished:- "The contractor hereby agrees to undertake that he/she shall abide by and conform to the various provisions in so far as they relate to him as specified in the Contract Labour (R&A) Act, 1970".

xxvii) The employees will work on all days including Saturdays and Sundays. Moreover if so required the employees will also work on holidays as per requirement and as decided subsequently.

xxviii) The employees will work punctually at the prefixed/ timings

xxix) The employees will have uniform attire and wear it daily without fail.

xxx) **All cleaning materials and cleaning equipment will be provided by the contractor.** The cleaning materials shall be harmless, eco-friendly and certified for human use by the ISI/BIS. The material used will in no way damage the floors and other items by way of fading, stain forming, eroding etc. The contractor will ensure sufficient provision of liquid soap/soap, toilet paper and other articles in the wash room/ toilet. The contractor will ensure that the work undertaken by its employees is carried out efficiently and to the satisfaction of the P C of A (Fys), Kolkata

xxxi) The contractor and the employees engaged by the contractor will follow the entry and exit procedures of the department as may be determined by the department from time to time.

xxxii) Close liaison will be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the house keepers.

xxxiii) The contractor will ensure that the employees present themselves as clean and tidy and in proper attire. The contractor will indemnify and will keep the SR.AO(AN-C) indemnified against acts or omission or negligence, dishonesty or misconduct of the men engaged for the work and the P C of A (Fys), Kolkata will not be liable to pay for any damages or compensation to such person or to third party.

xxxiv) All the persons provided/engaged by the contractor will be the employees of the contractor and all disputes between the contractor and its employees will have no bearing on the P C of A (Fys), Kolkata and will not be responsible for any claims made by such persons and will not be liable in any manner. The contractor will be fully responsible for disciplined behavior of its workmen. The P C of A (Fys), Kolkata will not be responsible in any way with regard to injury or mishap to the work force during their duty in the premises.

xxxv) All damages caused by the contractor or that of the contractor's employees or by any other employees arising out of its employees instruction will be charged to the contractor and recovered from its dues/bills.

xxxvi) Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the department.

xxxvii) In case the contractor withdraws or the P C of A (Fys), Kolkata terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contract through a tender process, will be adjusted against payments to be made.

xxxix) No negotiation will be undertaken with any tenderer except the highest points achiever.

xl) The Supervisor engaged by the Contractor will have to monitor all jobs throughout the day and all employees/workers must be at his disposal.

xli) The employees/workers of the service provider will have no right to claim with the P C of A (Fys), Kolkata or to claim absorption on completion of the above contract scheme.

xlii) The Performance Security Deposit will be forfeited if the Contractor backs out without the explicit consent of the P C of A (Fys), Kolkata

xliii) If the performance of the service provider is not upto the mark or is not found satisfactory the department will either engage another contractor and/or cancel the contract on one months notice.

**Termination of Contract :** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (two months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (two months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

xliv) The contractor will not sublet or transfer any part of the contract.

xlv) If the performance of any worker/employees is not found satisfactory by this office the contractor will be asked to replace him.

xlvi) Payment will be made on monthly basis on receipt of bill. No advance payment will be made in any case. If any penalty is levied then that will be deducted from the monthly bills.

xlvii) The P C of A (Fys), Kolkata or the contractor in case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, will give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance beyond its reasonable control and it was not due to negligence or default on its part.

xlviii) Either party as or when it gives notice of force majeure will provide confirmation of such event in the form of a certificate from the Govt. or the P C of A (Fys), Kolkata The parties will be relieved of their respective obligation to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.

xlix) In the event of any question, disputes or difference arising between the both parties relating to any interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by the mutual consultations and on failure to do so will be referred for arbitration to the nominee of the P C of A (Fys), Kolkata The decision of arbitration to the agreement in this regard will be final and binding upon both the parties. The parties will continue to perform obligation under this agreement during arbitration proceedings.

l) The venue for arbitration will be P C of A (Fys), Kolkata

II) The actual numbers of employees/ employees/workers and supervisors etc. so engaged by the contractor will be the whole and sole criteria/decision on the part of the contractor. .

III) The employees deputed by the contractor shall have no privities of contract with the P C of A (Fys), Kolkata and they shall not be treated employees / part time workers or licensees of the department i.e. the P C of A (Fys), Kolkata in any manner whatsoever for the purpose of wages / payments of any nature / or statutory obligations as per law of the land.

IV) The engagement of employment is purely amongst the contractor & the employees. The P C of A (Fys), Kolkata has nothing to do with the same.

**PAYMENT OF BILL:**

The Contractor shall furnish the bill (in duplicate) towards his services during the month in the first week of the following month.

**REPORTING OF CLEANING/ HOUSEKEEPING EMPLOYEES:**

The employees deployed by the contractor shall report to the officer designated by the P C of A (Fys), Kolkata in charge of pantry/housekeeping work and shall follow the instructions in respect of allocation of work on a day to day basis.

**MISCELLANEOUS:**

Complying with the legal rules and regulations of the State Government and Central Government governing the work contract would be the sole responsibility of the contractor. The contractor shall ensure that the required work would be completed even in the absence of the person(s) he deploys for the same. The Department reserves the right to accept/reject any tender or all tenders without assigning any reason.

**PENALTY CLAUSE**

(1) Short Attendance of Labour: In addition to the non-payment of wages for the period of absence, Rs. 100/- (Rupees one hundred only) per head will be recovered from the bill for any short attendances during the month.

(2) Quality Cleaning Material: In case any shortcoming or inferior quality is noticed in the cleaning materials as shown above in para (vi) above, the same will be purchased from the market and bill amount will be recovered from the monthly bill of contractor. In case it happens more than two occasions in a month, a penalty of Rs. 500/- (Rupees Five Hundred only) will be recovered for such each occasion.

(3) Lapses in cleaning: Any lapses in cleaning and dusting will be liable for penalty as deemed fit by the board nominated by the competent authority.

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**(V.NAGESWARA RAO)**  
**Sr.Accounts Officer (AN)**

## ENCLOSURE-IV

### For Providing Sweeping Cleaning Services in Office of the PCA(Fys), Kolkata.

1. Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)
2. Name of proprietor/Director of Company/Firm/Agency
3. Full Address of Registered Office with Telephone No., FAX and E-Mail
4. Full address of operating/ Branch Office with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No.
5. Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)
6. PAN/GIR No. (Attach self attested copy)
7. Service Tax Registration No. (Attach self attested copy)
8. E.P.F. Registration No. (Attach self attested copy)
9. E.S.I. Registration No. (Attach self attested copy)
10. Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of Government Departments, PSUs and other Private sector, during the last five years in the following format. (Attach attested copies).

Sl. No.	Details of Client along with address, telephone and Fax numbers.	Amount of Contract. (Rs. in Lakh)	Duration of Contract.	From - to

(If the space provided is insufficient, a separate sheet maybe attached.)

12. Certificate of appreciation/satisfactory certificate from the last two major clients (preferably Govt./ PSUs)
13. List of Equipment available with the bidder for the purpose of cleaning along with the copy of Bill of purchase of such equipments
14. Total No. of years of experience in providing similar services with the list of clients year wise.)

15. Income declared in I.T. returns for F.Y. 2011-12, 2012-13 & 2013-2014 (enclose copy of IT Returns acknowledgement for the relevant assessment years along with Audit report u/s 44AB).
16. Total Service Tax Remitted in F.Y. 2011-12 & 2012-13, 2013-14, 2014-15
17. Total Turnover of the business in F.Y. 2011-12 & 2012-13, 2013-14, 2014-15
18. Total No. employees in the service providing company/agency/firm
19. Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU in last three years
20. Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)
21. Details of Earnest Money Deposited: DD  
No.....Dated..... Amounts:Rs..... Drawn Bank.....

22. Brand Name of the following cleaning materials to be given (The bidder may however add further consumable items, if required) :-

**Sl. No. PARTICULARS**

1. Liquid Soap (Dettol/Life boy/Lux)
2. Lizol/Domex Floor Cleaner
3. Colin or Glass Cleaner
4. Duster Cloth
5. Soft Broom
6. Coconut Broom
7. Harpic/Sanifresh Toilet Cleaner
8. Mop Stick/PINZA Mop
9. Air Freshner/Odinal
10. Toilet napkins
11. Garbage Bag Big
12. Garbage Bag Small
13. Toilet Brush with Stand
14. Squeezer
15. Scrub Pad
16. Mugs
17. Dust Pan
18. Toilet Roll
19. Paper Napkins (Soft 2/4 ply)
20. Air Freshener/Spray Refills
21. Mosquito Spray
22. Detergent Cake
23. Detergent Powder

Date:  
Place:

Signature of authorized person  
Name:  
Seal:

## DECLARATION

I,.....Son/Daughter/Wife of  
Shri.....Proprietor/Partner/Director/  
Authorized signatory of the Company/Agency/ Firm, mentioned above, is competent to sign this  
declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake  
to abide to them;

3. The information / documents furnished along with the above application are true and authentic to the  
best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false  
information/fabricated document would lead to rejection of my tender at any stage besides any liabilities  
towards prosecution under the appropriate laws.

Date:  
Place:  
Seal:

Signature of authorized person  
Full Name:

**ENCLOSURE-V  
COMMERCIAL BID**

(To be kept in a separate sealed envelope)

**For Providing Housekeeping & Sweeping Cleaning Services in DAD Residential Complex and Transit Facility in the RTC(ER) Salt Lake, Kolkata**

1. Name of tendering Service Provider Company / Firm/ Agency :

**2. CONTRACT RATES PER PERSON PER MONTH:**

Sl. No.	Description	Rate Per Person Per Month	Total
01	Manpower 07 Heads		
02	EPF Employers Contribution		
03	ESI Employers Contribution		
04	Service Tax		
05	Miscellaneous		

**DEDUCTIONS:** Income tax as applicable shall be deducted at source. The Service Providing Company Agency/Firm shall be responsible for meting out all the tax implications as per Rules of other Government Departments.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**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.



**ENCLOSURE- VI**  
**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that;

a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-B of Fraud and corrupt practice on the General Instructions for tender of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises on any Government, Central or State; and

b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt practice of the terms and conditions of the documents, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a Court of law or indicated of adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ Employees.

**DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the Department in future.

(Signature of Authorized Signatory)

Date :

