CT-1-15/417/TD/2014- 1084058

Deptt. E-Gov. Society of Transport Department Directorate of Transport, Himachal Pradesh Parivahan Bhawan Shimla-171004

To

As per details in the margin.

Dated: Shimla-171004 the

6 March, 2020

Subject:

Invitation of quotations for the outsourcing the

cleanliness/sanitation work.

Sir,

The E-Governance Society of Transport Department, HP intends to outsource the cleanliness/sanitation work of Directorate of Transport building, Shimla for one year.

You are, therefore, requested to submit the sealed quotations for the entire work including material cost so as to reach the office of undersigned by .2.7. 03 2020 upto 01:00 PM. The quotations shall be opened on the same day at 03:00 PM in the presence of prospective bidders who may like to be present. The terms & conditions alongwith scope of work are enclosed herewith.

Yoyrs faithfully,

Chief Executive Officer, E-Governance Society Transport Deptt. Himachal Pradesh

- M/S Shimla Cleanways,
  Sahibo Niwas, Sec- 2
  New Shimla, Shimla-171009.
- 2. M/S A.B. Enterprises, Ground floor, B-12, Lane-4, Sec-2, New Shimla-171009.
- 3. M/S Corporate care, Middle Market, Sec-2, Shimla-171009.
- 4. M/S M.D. Utility Services, Pathania Niwas, Sec-2, New Shimla (HP).
- 5. M/S J.K. Enterprises, NBP GR Campuse, Phagli, Shimla-171004.

#### Copy to :-

1. The Programmer, Directorate of Transport, Himachal Pradesh with the directions to upload this on the website of Transport Department.

Chief Executive Officer, E-Governance Society Transport Deptt. Himachal Pradesh



# **TERMS AND CONDITIONS**

### Scope of Work by the contractor

- The quotations are invited from the bidders for general cleaning(sweeping, mopping, dusting and any other concerned work i.e. sanitation and cleanliness work of office rooms, corridors, courtyards, stairs of five floors or unspecified areas/locations etc. within the campus. Cleaning has to be done with Phenyl, detergent, and disinfectants of standard quality twice in day to be provided by the contractor monthly in advance.
- ii) Cleaning of toilets has to be done regularly not less than twice a day in any circumstances with phenyl, detergent and disinfectants of standard quality which has to be provided by the contractor in advance.
- iii) Removal of Garbage from all dustbins in and around the premises and office room etc. of the building. Removal of waste papers, tea cups, packing material, plant leaves(waste) and any other garbage from the entire premises including the staircases, corridors, courtyards, open area etc and removal of blockage in drainage, gutters, toilets etc.
- iv) Stain removal treatment of entire premises including windows, doors, stairs, area of office cabins, toilets etc and stain removing of the furniture and equiments.
- v) Removal of bird dropping and other dirt on the inner walls, ventilators, windows etc as and when required.

#### **General Terms and conditions**

The bidder have to furnish earnest money of Rs. 5,000/- (Rupees five thousand) only in the shape of Demand Draft payable at Shimla Branch from any nationalized Bank or HP State Cooperative Bank in favour of Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh Shimla.

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- the date of the finalization of the bidder. No interest shall be paid on EMD by E-Governance Society of Transport Department. The EMD of successful bidder shall be refunded on completion of contract period without interest by the E-Governance Society.
- iii) The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract
- iv) The bidder shall have the following mandatory Registrations failing which bid shall not be considered and details may be alongwith documentary proof:
  - a. PF and EDLI Registration:
  - b. ESI Registration:
  - c. Service Tax Registration:
  - d. Should have PAN from Income Tax Department.
- v) The panel of contractors shall be valid for 90 days. The successful bidder, to whom the contract has been awarded, if does not respond within 30 days from the date award of contract, the offer shall stand cancelled automatically and contract / work will be awarded to the next bidder.
- vi) The Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh reserves the right to reject any or all the tenders without assigning any reason there for. No enquiry verbal or written shall be entertained in respect of acceptance / rejection of the tender.
- vii) Only valid & viable bids will be considered.
- viii) Bids having cuttings and poor writings (not legible) shall not be considered. Cuttings and over writings in tender, if any, should be attested by the authorized person submitting the tender, failing which it will be rejected straight way.
- The Decision of the Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh Shimla with regard to determining the quality of work / service rendered by the contractor shall be final and shall be acceptable to contractor. The contractor shall therefore be bound to rectify the defects as pointed out by the Chief

- x) The contractor shall provide only ISI marked cleaning detergent and antiseptic insecticides material, dryers, wipers and consumables sanitation and cleanliness.
- xi) Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh Shimla shall not be in any manner concerned with the internal affairs of the contractor that may be regarding dispute with workers engaged by him or dissolution etc.
- xii) Each page of the bid document must be signed by the tenderer along with the seal of the contractors / firms / companies / Cooperative Societies / NGOs, as the case may be.
- The contractor shall have to engage atleast 3 persons for whole day work in a month. The providing of paid off or leave reserve worker shall be the responsibility of the contractor concerned and no extra payment shall be made to him on this account. The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for relevant services. The workers should not be below 18 years and above 45 years of the age. The persons so deployed shall be under the overall control and supervision of the contractor. The contractor shall be responsible for payment of their wages etc. and all other dues which the contractor is liable to pay under various Labour Act., Rules and other statutory provisions.
- The persons deployed by the contractor for cleanliness work shall be the employees of the contractor for all intents and purposes. The contractor will ensure that the employees are medically fit and free from communicable diseases. The antecedents of the persons to be provided by the contractor shall be got verified from appropriate authority by the contractor at his own level and a copy of the same be supplied to the Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh.

- The contractor shall have to to submit the bio-data from of the workers to be employed by him for the said sanitation and cleanliness work to the Member Secretary of the E-Governance Society of Transport Department within 5 days of the letter of acceptance sent to the Contractor.
- xvi) For the purpose of proper identification of the persons so deployed for work under contract, proper identity cards will be issued to them by the contractor giving full details (name, parentage and full address etc). The workers will display the identity cards so issued to them during the performance of their duty in Directorates of Transport, Shimla Complex. The persons not having proper identity cards will not be allowed to enter the Directorate. The details of employees engaged to be given to Directorate in written.
- xvii) The Contractor shall maintain the minimum wages as applicable in the State of H.P. from time to time.
- xvi) It shall be the responsibility of the contractor to fulfill all his obligations towards the persons deployed by him for cleanliness, under law namely under the Minimum Wages Act. EPF, compensations, Gratuity, ESI Act. Bonus Act, Maternity Benefits Act, Shop and Establishment Act. etc. and provide quality service to the Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh.
- The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed for cleanliness and for the maintenance of peace and protection of properties of the Directorate of Transport, HP Shimla and the Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulge in any unlawful act or disorderly conduct, the contractor shall remove such employee immediately as per the directions of the Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh.

#### Price Bid

The bidder shall have to quote the rates for moping, sweeping of five floors/toilets with material to be used for the same on the prescribed proforma. The taxes, levies, agency charges are to be shown separately.

## Performance Security

The successful bidder shall have to deposit a sum of Rs.20,000/-(Rupees Twenty thousand) only in shape of an FDR duly pledged in the name of Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh Shimla as Security amount within 7 days after the completion of tender process. The FDR will be refunded to the Contractor / successful bidder on the successful completion of contract period.

### Period of Contract

The contract shall be initially for a period of one year. But it can be extended for another two years subject to satisfactory performance of the contractor which will be adjudged by the Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh Shimla on the basis of service rendered by the contractor concerned

### **Termination of Contract**

The contract may be terminated in any of the following contingencies:

- (i) On the expiry of the contract period if not otherwise extended further.
- (ii) Giving notice of one months, in case the performance of the workers is not found satisfactory, or
- (iii) In the event of breach of any of the terms and conditions of tender document and contract.
- (iv) From either side by giving one months notice.
- (v) On assigning the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to him (contractor).

- (v) In the event of the contractor being declared insolvent by the Court of Law.
- (vii) During the notice period for termination of the contract in the situation mentioned above the contractor shall keep on discharging his duties as before till the expiry of the notice period.

#### **Penalty**

In case, in any day the employees of contractor fails to accomplish the part / entire work of cleanliness or the work so done is not found satisfactory by the authorized representative, then a penalty amounting to Rs. 1000/- per day shall be imposed and the same shall be recovered either from security or deducted from running bill of the contractor.

### Taxes, Duties and Levies

All taxes, duties and levies etc. imposed by the Central / State Governments and local bodies in connection with this contract in force at time of submission of bids shall be borne by the contractor and depositing of the service tax and other levies with the government shall be the sole responsibility of the Agency /firm concerned. Mandatory deductions such as TDS, surcharge, etc. will be deducted from the bill of the contractor as per govt. instructions

# Payment of Contractor's Bill

The contractor shall disburse the wages to the workers latest by 7<sup>th</sup> day of every month through cheque / bank account. The contractor's bill will be verified on the basis of attendance and material provided by the contractor during the month by the authorized officer of the e-Governance Society. 100% of the total invoice value or admissible amount will be released by the Society before 5<sup>th</sup> day of the following month provided the invoice / bill is accompanied by the proof of the following:-

- (1) Verified attendance sheet of the month for which the payment is claimed.
- (2) Wages statement and EPF statement showing individual deductions under different mandatory heads for the month of the payment.

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(3) Copies of challans / ECRs for deposit of ESI, EPF and service tax of the previous month.

## Accident for injuries to worker

In the event of any injury or mishap or illness of any worker while performing the duty, the Chief Executive Officer of E-Governance Society of Transport Department Himachal Pradesh Shimla shall not take any liability towards payment of expenses in connection with treatment or any compensation. It will the sole and whole responsibility of the contractor in this regard.

### Damage to property

Any loss to the property of the Directorate of Transport, HP Shimla / E-Governance Society of Transport Department HP at Shimla by the workers of contractor, shall be the responsibility of contractor and he has to make good the loss immediately, failing which the same will be recovered either from his dues or from security or from EMD amount.

# **Jurisdiction**

The courts at Shimla will have the jurisdiction for trial of any matter, dispute or reference between the parties arising out of the contract. It is specifically provided that no court outside and other than Courts at Shimla shall have jurisdiction in the matter.

#### Price Bid Proforma

Sr.No.	Particular	Rates offered (in Rs).
1.	Rates for cleanliness of all six floor/toilets/stairs/parking/courtyard(as per scope of work)(including material)	
2.	Taxes, if any	
3.	Total 1 to 2	
4.	Service charges in %(of 3) to be offered by the bidder	7
5.	Total(3+4)	
6.	Service tax 15% of 5 or as applicable	
7.	Grand Total	

## Declaration by the bidder

This to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

#### Note:-

- i) No other charges/levies would be payable by client.
- ii) There would be no increase in rates during the contract period except provisions under the terms and conditions.

Name:

Adress

Phone No. Mobile No. E mail