

Directorate General Civil Aviation

**O/o Dy. Director General
(Eastern Region) Kolkata**

NOTICE INVITING TENDERS

FOR PROVIDING HOUSEKEEPING SERVICES

at

- (i) O/o Dy. DGCA (ER), NSCBI Airport,
Kolkata**
- (ii) O/o Dy. Director Airworthiness, LGBI
Airport, Guwahati
&**
- (iii) O/o Dy. Director Airworthiness, JPNI
Airport, Patna**

<http://eprocure.gov.in/eprocure/app>

**F.No. DDG/CC/OUTSOURCING AGENCY/
Government of India
O/o Dy. Director General of Civil Aviation (ER)
CAD, NSCBI Airport, Kolkata - 700052**

Date 03-11-2016

Subject: e-Tender for outsourcing of Housekeeping services – 04 numbers Trained Housekeeping Personnel in DGCA offices at Kolkata, Patna and Guwahati.

| Critical Dates and Information | | |
|---------------------------------------|--|---|
| S. No. | Description | Dates |
| 1 | Notice Inviting Tender Publishing Date | 9 November 2016 at 03:00 pm |
| 2 | Document Download Start Date/ Time | 9 November 2016 at 03:00 pm |
| 3 | Pre-bid conference Date and Time | 11 November 2016 at 11:30 am |
| 4 | Pre-bid conference Place | O/o Dy. DGCA (ER) NSCBI Airport, Kolkata -700052 |
| 5 | Bid Submission Start Date and Time | 15 November 2016 at 03:00 pm |
| 6 | Bid Submission End Date and Time | 25 November 2016 at 05:00 pm |
| 7 | Tender Opening Date and Time | 29 November 2016 at 11:00 am |
| 8 | Tentative Contract Period | 16.12.2016 to 15.12.2017 |
| 9 | Purchaser of Services | O/o Dy. Director General of Civil Aviation (Eastern Region), Kolkata. |
| 10 | EMD money | Rs. 9500/- |
| 11 | EMD money Instrument | Demand Draft from any scheduled commercial bank or nationalized bank |

Note:-

1. E-Tender are invited under two bid systems i.e. Technical and Financial Bid for providing housekeeping services - 04 Housekeeping Personnel (02 in O/o Dy. DGCA(ER), Kolkata and 01 each in O/o Dy. DAW, Patna & Guwahati) for a period of One Year from the date of contract. The contract period may be extended for another One Year on same terms and conditions.
2. If at any stage it is found that any of the details / documents furnished by the bidders are false/misleading/fabricated, bidder shall be liable for legal action and forfeiture of the Earnest money deposit. Also, any bid with **NIL/N.A./BLANK/ZERO service charge** will summarily be rejected.

3. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.

Sd/-
R C Paul,
Deputy Director of Airworthiness,
For Dy. Director General of Civil Aviation (ER)

INDEX

| Sl.No. | Content | Page No. |
|--------|--|----------|
| 01. | Instructions For Online Bid Submission | 05-07 |
| 02 | Instructions to bidders | 08-14 |
| 03 | Terms and conditions | 15-23 |
| 04 | Scope of Work | 24-26 |
| 05 | Annexure 1 - 12 | 27-42 |

(I) INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders may refer to the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the

bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 12) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 13) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 14) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

(II) INSTRUCTIONS TO BIDDERS

1. GENERAL:-

The present tender is being invited for Housekeeping services under which the contractor shall provide uniformed and trained personnel and will use its best endeavour to provide housekeeping of office building, equipment, materials and staff as specified in the SCOPE OF WORK in O/o Dy. DGCA(ER) Kolkata and O/o DDAW at Patna & Guwahati. However, Dy. DGCA(ER) is the sole purchaser of services for this contract.

2. ELIGIBILITY/QUALIFICATION OF BIDDERS:-

- 2.1.** The bidder should have the experience of completion of similar works in any of the Central Government Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India.
- 2.2.** The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 2.3.** The bidder has to specify following details as well:-
 - 2.3.1.** Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
 - 2.3.2.** Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
 - 2.3.3.** Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 2.4.** The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 2.5.** Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card under the Income Tax Act.
- 2.6.** Bidder must submit ONLINE copies of all documents required, duly self-attested, along with technical bid of the tender.
- 2.7.** Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Dy. DGCA(ER) subsequently finds to the contrary, the Dy. DGCA(ER) reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

2.8. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

3. ONE BID PER BIDDER:-

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

4. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Dy. DGCA(ER) will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5. Visit TO O/o DY. DGCA (ER) Kolkata and O/o DDAW at Guwahati & Patna:-

The bidder providing housekeeping services to DGCA offices at Kolkata, Patna & Guwahati is advised to visit and acquaint himself with the office system. The costs of visiting shall be borne by the bidder. However, submission of bid shall be deemed to imply that the bidder has made himself completely aware of the requirements and operational conditions.

6. TENDER DOCUMENTS:-

6.1. Contents of Tender Documents.

6.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing housekeeping Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender
- (b) Instructions to bidder
- (c) Terms and Conditions
- (d) Scope of Work (SoW)
- (e) Annexure (1 to 12) including Technical Bid and Financial Bid

6.1.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

6.2. PRE-BID CONFERENCE:-

If any bidder has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification in pre-bid conference at O/o Dy. DGCA(ER), Kolkata which will be held as per the schedule of the tender notice. Any such clarification, together with all details on which clarification had been sought, will also

become the addendum to the existing tender document and it will form part and parcel of the original tender document and which, in turn, will be published on e-tendering portal (central public procurement portal). All communications between the bidder and O/o Dy. DGCA(ER) shall be carried out in writing.

6.3. CLARIFICATION OF TENDER DOCUMENT

- 6.3.1.** The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform to Dy. DGCA(ER).
- 6.3.2.** Except for any such written clarification by Dy. DGCA(ER), which is expressly stated to be an addendum to the tender document issued by the Dy. DGCA(ER), no written or oral communication, presentation or explanation by any other employee of DGCA offices shall be taken to be part of conditions of tender and shall not bind Dy. DGCA(ER) or fetter the Dy. DGCA(ER) under the contract.
- 6.3.3.** Any bid of the bidder is liable to be rejected, summarily if the proposed bid is found to be deviated from the terms and conditions mentioned in the notice inviting tender.

7. PREPARATION OF BIDS

7.1. LANGUAGE

Bids and all accompanying document shall be in English OR in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

7.2. DOCUMENTS COMPRISING THE BID

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 7.2.1.** The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid online.
- 7.2.2.** One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 7.2.3.** The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs. 9500/- (Rupees Nine Thousand Five hundred only) (equivalent to 2% of the estimated value of contract)** in the form of an Account Payee Demand Draft in favour of **ACCOUNTS OFFICER RPAO, CAD, KOLKATA** at the O/o Dy. DGCA (ER), Kolkata by post/courier/in person. The EMD money will remain valid till the time the bid is valid. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 7.2.4.** The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained manpower to provide Housekeeping Services.

7.3. BID PRICES:-

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single

responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Housekeeping Services at O/o DDG (ER) Kolkata and O/o DDAW at Guwahati & Patna. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

- 7.3.1.** The rates quoted by the bidder should have wage structure as specified in the financial bid annexed in the tender document.
- 7.3.2.** Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the tender document are liable for rejection out rightly.
- 7.3.3.** In case of revision of minimum wages, bidder has to pay its employees employed at O/o Dy. DGCA (ER) Kolkata and O/o DDAW at Guwahati & Patna as per the latest minimum wages circular issued by Government of West Bengal/ Assam/ Bihar. However, bidder will be solely responsible for claiming the revised due from respective DGCA offices in accordance with the revised minimum wages circular issued by Government of West Bengal/ Assam/ Bihar. Also, the service charge inclusive of cleaning material cost is fixed to the quoted value for the whole contract period and will not revise in any case.
- 7.3.4.** Any bid with zero/NIL/N.A./blank service charge will be rejected summarily and Dy. DGCA(ER) will not be held responsible, whatsoever, for any clarification on rejection of bid.

7.4. CURRENCIES OF BID AND PAYMENT-

- 7.4.1.** The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

7.5. DURATION OF CONTRACT:-

The contract will be valid initially for ONE YEAR and Dy. DGCA(ER) reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for a period not more than another ONE YEAR.

7.6. EMD MONEY:-

The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.9500/-(Rupees Nine thousand five hundred only) (equivalent to 2% of the estimated value of contract)** in the form of an Account Payee Demand Draft in favour of **ACCOUNTS OFFICER RPAO, CAD, KOLKATA**. The EMD money will remain valid till the time the bid is valid. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity. The Hard Copy of original instruments (Demand Draft) in respect of earnest money must be delivered to O/o Dy. DGCA(ER), NSCBI Airport, Kolkata- 700052 on or before last date of bid submission date/time as mentioned in critical date sheet in an envelope super-scribed "EMD money for HOUSEKEEPING SERVICE at O/o Dy. DGCA(ER), Kolkata & O/o DDAW Guwahati & Patna".

- 7.6.1.** Any bid not accompanied by EMD money shall be rejected except the cases where exemption is granted.
- 7.6.2.** EMD money so deposited shall not carry any interest.
- 7.6.3.** EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 7.6.4.** EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form of bank guarantee in the specified format as per annexure to this tender document of **10% of the value of the contract** in the favour of “**ACCOUNTS OFFICER RPAO, CAD, KOLKATA**”.
- 7.6.5.** Successful bidder is solely responsible to furnish the proof of performance security in the form of bank guarantee of **10% of the value of the contract**. However, any deviation during the tender by successful bidder, the performance security will be forfeited.
- 7.6.6.** EMD money shall be forfeited if the bidder withdraws his bid during the period of Tender validity. However, the bids will be valid for a period of 90 days from the opening of the bids.
- 7.6.7.** Successful bidder has to take charge of the services within a period which cannot be more than 15 days from the date of issue of award letter. However, the date of taking charge of services will be intimated to the successful bidder. Also, successful bidder has to furnish the acceptance of the award letter issued to him/her within 05 days from date of issue of award letter.
- 7.6.8.** EMD money shall be forfeited if the successful bidder refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Dy. DGCA(ER).
- 7.6.9.** Dy. DGCA(ER) will be not held responsible to pay any interest, whatsoever, on EMD money and performance security.

7.7. FORMAT AND SIGNING OF BID:-

- 7.7.1.** The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 7.7.2.** The documents comprising the bid shall be printed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 7.7.3.** The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by Dy. DGCA(ER), or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

7.8. SUBMISSION OF BIDS:-

- 7.8.1.** The bidder shall submit the Technical Bid and the Financial Bid online on central public procurement portal.

7.8.2. The submission of bids will imply that bidder has acquainted himself with the operational conditions of DGCA offices and has acquainted with terms and conditions of tender document, notice inviting tender, addendum, and corrigendum, if any.

7.1.1 The bid should be submitted online in two parts only :-

a) Technical Bid

- 1) Signed and scanned copy of EMD or certificate in case of exemption.
- 2) Signed and scanned copy of PAN card of firm under Income Tax Act, Service Tax Registration Number, Valid Registration No. of the Agency/Firm/Company.
- 3) Signed and scanned copy of valid License and Number under Contract Labour Act and under any other Acts/Rules, valid Employee Provident Fund Registration Number and valid ESI Registration Number.
- 4) Signed and Scanned copy Proof of Annual turnover supported by audited Balance Sheet.
- 5) Signed and Scanned copy of proof of experience supported by documents from the concerned organizations
- 6) Signed & scanned copy of Annexure 1,2,3,4,7,9.
- 7) Scanned copy of all documents mentioned in Annexure-1 (other than SI No. 1-7)

b) Financial Bid

- 1) Price Bid (Annexure 11)

7.8.3. The financial Bid should be submitted online.

7.8.4. The bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

8. LATE AND DELAYED TENDERS:-

8.1. Bids must be submitted in the portal of central public procurement portal well before the last date of submission of bid. Dy. DGCA(ER) may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of Dy. DGCA(ER) and the Bidder will be the same.

8.2. Any error occurred at the time of submission of the bids, as stipulated above, shall not be the responsibility of Dy. DGCA(ER) and any incomplete bid in any form will summarily be rejected.

9. BID OPENING AND EVALUATION:-

9.1. BID OPENING

9.1.1. The authorized representatives of the Dy. DGCA(ER) will open the Technical Bids. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, Dy. DGCA(ER) is not responsible for this whatsoever.

9.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

9.1.3. Conditional bids will also be summarily rejected.

9.2. RIGHT TO ACCEPT/REJECT BIDS:-

- 9.2.1. Normally, the tender will be awarded to the lowest bidder. However, Dy. DGCA(ER) is not bound to follow this in any situation whatsoever. Also, Dy. DGCA(ER) is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 9.2.2. Dy. DGCA(ER) may terminate the contract or cancel the award letter if at any stage of processing, it is found that the contractor is black listed on previous occasions by the any of the Central or State Government / Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.
- 9.2.3. Also, contractor has to submit an undertaking stated in a prescribed format as mentioned in annexure.
- 9.2.4. Dy. DGCA(ER) may cancel the award of contract in the event of the successful bidder fails to furnish the Performance Security or fails to execute the agreement within the time specified.

10. AWARD OF CONTRACT:-

- 10.1. Dy. DGCA(ER) will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 10.2. Dy. DGCA(ER) will communicate the successful bidder by mail and fax provided and will be confirmed by letter sent to successful bidder by registered post/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Award of Contract (AoC)” shall prescribe the duration of contract and the amount which respective DGCA offices will pay to the contractor in consideration of the execution of services by the contractor as prescribed in the contract.
- 10.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-5 within a period of 30 days from the date of issue of Award of Contract.
- 10.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of “Award of Contract (AoC)” for an amount of **10% of the value of the contract**, in the form of Bank Guarantee from any scheduled commercial bank or nationalized bank in an acceptable form (Annexure-F) in favour of **ACCOUNTS OFFICER, RPAO, CAD, KOLKATA**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 10.5. Failure of the successful bidder to comply with the requirements of any clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of EMD money.

(III) TERMS AND CONDITIONS

1. The manpower engaged should be trained for housekeeping task. It will be the sole responsibility of the contractor that the men engaged are trained and the Department will not be liable for any mishap, directly or indirectly.
2. All the consumables and disposables required for cleaning and housekeeping are to be procured by the contractor. All consumables and disposables should be eco-friendly and of reputed quality.
3. Mechanized equipments, wherever required if any, will be procured by the contractor as determined by the Department.
4. The cleanliness will be periodically checked by an authorized officer of DGCA offices based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria.
5. The number of manpower required may increase or decrease as per the requirement approved by O/o DDG (ER) Kolkata at any time during the period of validity of the contract, which will be provided by the contractor on the same terms and conditions.
6. The Department reserves the right to cancel or reject all or any of the tender without assigning any reason.
- 7. Penalty Clause**
 - a) Any damage or loss caused by contractor's persons to DGCA offices in whatever form shall be recovered from the contractor. In case of severe damages as decided by respective DGCA offices, to the property of DGCA offices, the same will be liable to be recovered from contractor and no ceiling will be observed in levying the penalty in such cases.
 - b) In case, any of personnel(s) deployed by the contractor under the contract is (are) absent without prior approval, a penalty of Rs.500/- per day per absent staff shall be levied and deducted from the payment to be made to the contractor.
 - c) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 6 (b) shall be levied.
 - d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the O/o DDG (ER) Kolkata reserves the right to impose the penalty at the rate of Rs 10000/- (Rs Ten Thousand) per day, for a period upto 7 days, beyond which, the O/o DDG (ER) Kolkata reserves the right to terminate the contract due to wilful disobedience by the contractor.
8. DGCA offices shall have the right, within reasonable and legitimate directions but not limited to conditions like not behaving courteously, maintain decorum etc., to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to DGCA offices.
9. DGCA offices shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.

- 10.** The selected bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
- 11.** The bidder registered with NSIC or any other Government Organisation which allows exemption from EMD can avail the benefits as allowed by the concerned organisation on the basis of valid registration and valid proofs need to be produced for the same.
- 12.** The person deployed for the job must be trustworthy, skilled, trained and of good character employees of the approved vendor/contractor for all purposes and DGCA offices will have no liability regarding any matter concerning to their salaries, other payments, welfare, uniform etc. Hence the staff of the vendor/contractor will have no right to claim on DGCA offices in any respect, of employment or any legal compensation in case of any injury, disability or death, while on duty in DGCA offices as part of this service/job contract. Hence, all liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 13.** The person so provided should be on the permanent roll of the company/Firm/Agency etc and their antecedents should be pre-verified by the Police authorities. An attested copy of the antecedents/police verification of each person shall be submitted to DGCA offices before deployment of personnel for work.
- 14.** Under the terms of their employment agreement with the Contractor the housekeeping staff shall not do any professional or other work for any consideration whatsoever or otherwise either directly or indirectly within the contract period, except for and on behalf of the Contractor.
- 15.** The contractor shall deploy his personnel only after obtaining DGCA office's approval duly submitting curriculum vitae (CV) of these personnel at least one week in advance and contractor shall be required to obtain DGCA's offices approval for all such changes along with their CVs.
- 16.** The staff engaged by the contractor shall not accept any gratitude or reward in any shape whatsoever.
- 17.** The Vendor/contractor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and indemnify the Department against any loss which accrues to the Department directly or indirectly on account of commission/ omission of his responsibilities under this contract.
- 18.** The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost in Kolkata/Guwahati/Patna to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 19.** The contractor shall engage the men/women whose age shall be between 18-50 years. Employment of child labour will lead to the termination of the contract, without any notice at the costs, risks and responsibilities of the vendor/contractor.
- 20.** The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
- 21.** Respective DGCA offices will maintain register on which attendance of personnel will

be entered. A copy of the attendance sheet shall be forwarded to the contractor every month.

22. In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Vendor/contractor and Dy.DGCA(ER) shall not be liable for any claim for damages or compensation.
23. Dy. DGCA(ER) shall not be responsible for any claim, whatsoever, against the Vendor/contractor from third party sources including claims, if any, from the men employed by the Vendor/contractor under this Contract.
24. Vendor/contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in DGCA offices, under the provisions of this Contract. The Vendor/contractor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage; terrorism etc. and he shall be fully responsible for their conduct. Vendor/contractor should also obtain entry passes, gate passes for the persons deployed by him for work.
25. The contractor will not be held responsible for the damages/sabotage caused to the property of DGCA offices due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
26. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of discipline. DGCA offices shall have right to have any person moved in case of staff/visitor complaints or as decided by competent authority of DGCA offices, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
27. For successful implementation of the terms and conditions of this agreement, the staff employed by the Vendor/contractor shall be subject to inspection by the authorized officers of DGCA offices at the discretion of Dy. DGCA(ER) and the Vendor/contractor shall be under obligation to assist in such exercise, whenever desired.
28. The Vendor/contractor shall ensure that DGCA office's property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, the Vendor/contractor shall be liable to make good the loss. The decision of competent authority of DGCA offices as to the quantum and value of damage/loss and the extent of recovery to be made from him, shall be final and binding on the Vendor/contractor.
29. Decision of DGCA offices regarding satisfactory completion of the job will be final & binding on the Vendor/contractor. If the work is not found satisfactory then the Vendor/contractor may be asked to redo the work at no additional cost to DGCA offices. The Vendor/contractor shall be bound by any such decision/direction of DGCA offices.
30. The Vendor/contractor shall be liable for Penalty and Termination of Contract in case of failure to comply with the conditions governing this Contract, unsatisfactory work/workmanship, etc.
31. The vendor/contractor must pay salary to its employees as per the payment of Minimum

Wages Act by Govt. of West Bengal/Assam/Bihar as applicable. Revision of wages will be in accordance with the wages revised by Govt. of West Bengal/ Assam/ Bihar as applicable from time to time. However, vendor/contractor will be liable to submit the monthly bill in accordance with minimum wages prescribed by Govt. of West Bengal/Assam/ Bihar.

32. If any amount, as a result of any instructions from the Labour authorities or claim or application on any provisions of Labour laws, or Regulations, is required to be paid, the same shall be paid by the contractor. DGCA offices will not be liable to pay these types of demands in any case whatsoever.
33. DGCA offices shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee-employer relationship with any of the workers of the contractor. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel/staff shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
34. The vendor/contractor has to submit challans for ESI and EPF (In the staff name) of deployed staff at DGCA offices paid to the concerned authorities along with monthly wage bill. Payment against the first bill (first month payment) shall be made to the Vendor/contractor only after production of proof of payment of wages made to the staff deployed by the Vendor/contractor in the DGCA offices.
35. The contractor shall be liable and responsible to provide all the benefits viz. Employees Provident Fund, ESI, Bonus, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFCA against which the PF subscription, PF deducted from the payment to the personnel engaged and equal amount of employer's contribution should be deposited with the respective PF authorities within first seven days of every month. In any eventuality, DGCA offices will not be liable to pay/reimburse any amount whatsoever to any employee claiming any underpayment or any other payment. DGCA offices is liable to pay the amount which is agreed upon the execution of contract and apart from this any other claims by contractor or employee of the contractor will be rejected out rightly.
36. Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost and No extra payment shall be claimed by vendor/contractor from DGCA offices for such items. Uniform to be specified once the tender is finalized and awarded to successful bidder.
37. The contractor shall ensure that its personnel shall not at any time, without the consent of DGCA offices in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by DGCA offices and shall not disclose to any information about the affairs of DGCA offices. This clause does not apply to the information, which becomes public knowledge.
38. If any work which cannot be done at the DGCA office premises that component of work shall be allowed to be done outside at the sole costs, risks and responsibilities of the vendor/contractor. In this regard, all the costs such as labour, transportation etc. shall be borne by the vendor/contractor.

39. That in the event of any loss occasioned to DGCA offices, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by concerned DGCA office, the said loss can be claimed from the contractor up to the value of the loss. The decision of the DGCA offices will be final and will be binding on the contractor.
40. Working hours consist of 8 hours excluding lunch break of half an hour for all housekeeping staff. Prolong duty hours (more than 8hrs. at a stretch) shall not be allowed. No payment shall be made by DGCA offices for double duty, if any.
41. The vendor/contractor's staff shall perform their duties at the DGCA office premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. The vendor/contractor will be solely liable for all matters of any indiscipline, theft, indecent behaviour, official misconduct, loss or damage to any person or persons or government property at the premises.
42. Persons/staff should be equipped with mobile phones so that they are available and contactable during working hours as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of DGCA offices.
43. The vendor/contractor must deploy adult (age more than 18 years), healthy (free from any illness) and well trained staff only for this job.
44. Be it private or public areas, all the workers are liable to be frisked/ checked by the security personnel at DGCA office premises, both while entering and leaving the premises.
45. "NOTICE TO PROCEED" means the notice issued by Dy. DGCA(ER) to the contractor communicating the date on which the work/services under the contract are to be commenced.
46. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.
47. The contract period shall be twelve months from the date of the commencement of contract (as mentioned in Notice to Proceed or award of contract letter).
48. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department, the department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
49. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract, the DGCA offices will not be liable to pay any amount whatsoever apart from that has been agreed upon in the agreement. The list of staff going to be deployed shall be made available to DGCA offices and if any change is required by the DGCA offices, fresh list of staff shall be made available by the contractor after each and every change.
50. The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

- 51.** The vendor/contractor staff can also be used for other small services like shifting of office equipment/furniture etc. in the office premises etc. apart from housekeeping services on the direction of DGCA officials, if situation demands so.
- 52.** Only physically/mentally fit personnel shall be deployed for duty by the contractor.
- 53.** The contractor shall ensure that the Housekeeping staff shall not take part in any staff union and association activities.
- 54.** DGCA offices shall not be responsible for providing residential accommodation, medical facilities and transportation, to any of the personnel of the contractor.
- 55.** If as a result of post payment audit any overpayment is detected in respect of any work done by the Contractor or alleged to have done by the Contractor under the tender, it shall be recovered by DGCA offices from the contractor.
- 56.** If any underpayment is discovered, the amount shall be duly paid to the contractor by DGCA offices.
- 57.** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by DGCA offices.
- 58.** The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month along with bill (refer payment checklist).
- 59.** The contractor shall disburse the wages to its staff deployed in the Department on or before 5th day of every month through ECS or by Cheque or any other means as desired by the employee of the contractor in the presence of any authorized officer of DGCA offices.
- 60.** The bidder should quote for all items/works and agree to the terms and conditions of the tender without any addition/ alterations failing which the quote of the bidder will be summarily rejected.
- 61.** Each page of the tender document should be signed and stamped by the vendor/contractor before uploading to the CPP portal.
- 62.** Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the authorized person(s) of vendor/contractor and dated.
- 63.** The Tenderer shall treat the contents of the tender documents as private and confidential.
- 64.** In the event of the vendor/contractor's business or if any of its concerned division is taken over/bought over by another party, all the obligations and execution responsibilities under the tender/contract with Dy. DGCA(ER) shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party/agency.
- 65.** The vendor/contractor should not assign or sublet or subcontract the contract or any part of it to any other agency. The penalty for non-compliance shall be revoking the contract and encashment of the Performance Security Deposit.
- 66.** Incomplete and unsigned bids are liable to be rejected and no correspondence about such cases shall be entertained by Dy. DGCA(ER).

67. DGCA offices will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
68. Dy. DGCA(ER) also reserves the right to modify/relax any of the terms & conditions and/or cancel the tender without assigning any reason.
69. No Payment will be made for the machines, tools and appliances to be brought in by the vendor/contractor for providing the services mentioned in this tender.
70. Dy. DGCA(ER) reserves the right to reject the lowest tender or any other tender or all the tenders and /or to accept any tender either in whole or in part without assigning any reason whatsoever and to cancel the bidding process at any time prior to award of contract without thereby causing any liability to the affected vendor/contractor or vendor/contractors or anybody else. The decision of the Dy. DGCA(ER) in this regard shall be final & binding on all the participating vendor/contractors.

70. OBLIGATION OF THE CONTRACTOR:-

- The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
71. Also, contractor's monthly bill will be liable for deduction of TDS as per the rates specified by the tax laws of India. However, contractor shall not violate the minimum wages act while paying wages to his/her employees deployed at DGCA offices even after the deduction of TDS from contractor's bill. Paying minimum wages to his/her employees deployed at DGCA offices is the liability of the contractor.
 72. Materials to be brought in by the vendor/contractor. No other payment will be made to the vendor/contractor for the materials except given in **Financial Bid**. The vendor/contractor must also keep and maintain Two-week's buffer stock in advance to ensure the availability of the cleaning material at all the time.
 73. Vendor/contractor should submit an undertaking on affidavit that the company/firm has not been black listed by any court of law or any Central Govt./State Govt./Central Autonomous bodies/PSU and in future if it takes place the vendor/contractor shall be liable to inform DGCA offices forthwith. In such a case, the contract would be terminated.
 74. The decision of Dy. DGCA(ER) arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.
 75. In case the bidder is found in-breach of any condition(s) of tender or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor/contractor and Performance Security Deposits shall be forfeited.
 76. Dy. DGCA(ER) reserves the right for discontinuation of the service at any time by giving one month's notice if the services are found to be unsatisfactory and also Dy. DGCA(ER) has the right to award the contract to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this could be recovered from the Performance Security Deposit or pending bill or by raising

a separate claim on defaulting service provider agency.

77. In case any attempt is made by bidder to bring pressure towards Dy. DGCA(ER) decision making process, such bidder shall be disqualified for participation in the present tender. Also, any act on the part of the tenderer to influence anybody in DGCA offices is liable to rejection of his tender.
78. Upon verification, evaluation / assessment, if in case any information furnished by a vendor/contractor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

79. INDEMNIFICATION:

DGCA offices will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of the labour laws / Acts / enactments / instructions in-force or enacted from time to time during the duration of this agreement, shall be the responsibility of the Contractor. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA offices will not be responsible of being a principal employer for the employees deployed on the work by the Contractor. Dy. DGCA(ER) will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the Contractor. Contractor shall indemnify O/o DDG (ER) Kolkata against all losses/damages caused by its employees during the course of discharge/performance of this contract.

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

81. DEFINITION FOR DEFAULT:

Default is said to have occurred:

- I. If the selected vendor/contractor fails to deliver any or all of the services within the time period(s) specified in the contract order or any extension thereof granted by Dy. DGCA(ER).
- II. If the selected vendor/contractor fails to perform any other obligation(s) under the contract.

81. If the selected vendor/contractor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Dy.

DGCA(ER) (or takes longer period in spite of what Dy. DGCA(ER) may authorize in writing), Dy. DGCA(ER) may terminate the contract order in whole or in part and may forfeit the EMD/Performance Security as applicable.

82. DISPUTE RESOLUTION:-

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for arbitration to a sole Arbitrator appointed by Dy. DGCA(ER).
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Kolkata, Guwahati & Patna only.

83. APPLICABLE LAW

- 83.1.** The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.
- 83.2.** All disputes in this connection shall be settled in Kolkata, Guwahati & Patna jurisdiction, as applicable.
- 83.3.** Dy. DGCA(ER) reserves the right to cancel this tender or modify the requirement.
- 83.4.** Dy. DGCA(ER) also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendor/contractors / parties to be kept informed about it.
- 83.5.** Dy. DGCA(ER) in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 83.6.** Vendor/contractor has to follow all the provisions mentioned under Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, Labour Welfare Fund Act or any modification thereof or any other law relating thereto and rules made there under from time to time.

84. MISCELLANEOUS

Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and DGCA offices, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

(IV) SCOPE of WORK (SoW)

The scope of work would encompass cleaning the specified area so that the area is always clean and presentable. This area in DGCA offices includes the following:

1. Rooms, Halls & Cabins
2. Lobby and Staircases.
3. Toilets
4. Surroundings: Pathways within premises and pathways around the perimeter of premises.
5. Roofs, Terrace, Canteen, Reception and Porches etc.
6. Any other area of DGCA office building not specifically mentioned above.

Cleaning Services

The aim and objective is to provide a clean, hygienic and presentable look to the entire area. DGCA offices will monitor the cleanliness of the entire work and staff deployed by the successful bidder. The successful bidder has to ensure that staff deployed is well-dressed in neat and clean uniform and carrying photo identity cards displayed properly.

Daily & Weekly Services

Housekeeping/ cleaning services should be done daily from Monday to Friday. The working timings will be 8:30 am to 5:00 pm daily. The cleaning in occupied area should be done, as and when, the halls/ rooms/ cabins are opened and in the presence of the officer concerned or and in the presence of his/her authorized representative twice in a day in addition on call basis by the officer concerned during office hours on all working days only. The in-depth cleaning of the entire area will be done by the successful bidder once in a week. The details of daily and weekly housekeeping services are given as under:-

Schedule of Housekeeping Services

| Sr. No. | Area & Activity | Frequency |
|----------------|---|------------------|
| 1. | Office area, Open area and reception area | Daily |
| 2. | Dustbin Cleaning | Daily |
| 3. | Cleaning, Sweeping & Mopping with Disinfectant cleaner of all the floors including staircases and all the rooms/halls | Daily/call based |
| 4. | Cleaning of partitions/cubical etc | Weekly |
| 5. | Removing of stains | Weekly |
| 6. | Cleaning of electrical fittings | Weekly |

| | | |
|-----|---|---------------------------------|
| 7. | Cleaning of doors, windows, window glass and grills, window panes, furniture, fixtures, venetian blinds, window edges | Twice in a week on working days |
| 8. | Stains, Spills, footmarks on floor | Call basis |
| 9. | Mopping of toilets | Twice in a day (8:30am, & 1pm) |
| 10. | Removal of waste papers and any other garbage and blockage and choking from the entire area covered under the contract. | Daily |
| 11. | Cleaning of baskets, wastepaper baskets, cobwebs and disposing off all collected refuse at designated site. Acid-cleaning and scrubbing of toilets, wash basins, sanitary fittings, glasses & mirrors and toilets floors. | Daily |
| 12. | Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Restock toiletries, which include Liquid hand soap, Toilet paper, air freshener, and Sanitary Cubes and Naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime. | Daily |
| 13. | Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the tender. | Daily |
| 14. | Cleaning, sweeping, dusting, mopping, scrubbing of canteen, reception, security rooms, committee room, conference room, Meeting rooms should be checked at regular intervals. | Daily |
| 15. | The staff of the successful bidder will arrange the conference rooms and also remove garbage, wastages etc. immediately after the event is over. | Call basis |
| 16. | Cleaning of all glass frames, soap holders etc. to a shiny finish | Weekly |
| 17. | Successful bidder will provide duty register to DGCA offices | Weekly |
| 18. | All other work which are not listed here | - |

Sanitization (Weekly):

- **Office desk paper bins** would be cleaned and sanitized.
- All washrooms dustbins would be thoroughly cleaned and sanitized.
- All telephone instruments would be sanitized using disinfectants.
- Waste bins from canteen areas would also be thoroughly cleaned and sanitized with disinfectants.

Polishing (Weekly):

- All the door/window handles/knobs, other brass fittings, if any, and items/statues, planners etc. are required to be polished and kept in shining

condition.

Other Tasks:

- Sweeping, mopping, machine scrubbing of all specified floors.
- Removing all garbage and replace cleaned bins. Garbage will be taken to the designated site from where the contractor will arrange for its disposal. Garbage disposal is the responsibility of the contractor.
- Wipe/clean of all glass doors and windows regularly.
- Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.

Other Works

- The Bidders staff should be available at site every day during office working hours. In case of emergency complaints, the Bidder is to ensure rectification of defects immediately.
- The Bidder will immediately attend the complaint and complete the same on its receipt on the same day.
- The Bidder will have to maintain all types of records for consumption and receipt of material as desired by DGCA offices and instructions issued from time to time in this regard should be complied with by the Bidder.

(V) Annexures

Annexure-1

O/o Dy. Director General of Civil Aviation (ER)
Directorate General of Civil Aviation
TECHNICAL BID FOR PROVIDING HOUSEKEEPING SERVICES

| S.No. | Description | Details |
|-------|---|---------|
| 1 | Name of the firm | |
| 2 | Address of the firm | |
| 3 | Contact details of the firm with fax no. | |
| 4 | E-mail of the firm | |
| 5 | Name and address of the head of the firm | |
| 6 | Name of the contact person of the firm and contact details | |
| 7 | Specify the type of firm (sole proprietor/partnership/other specify) | |
| 8 | Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue | |
| 9 | Provident account no. with proofs attached | |
| 10 | ESI number with proofs attached | |
| 11 | Firm (Registration in corporation certificate, ISO certification) | |
| 12 | Sales tax registration number with copy of certificate attached | |
| 13 | VAT registration number with copy of certificate attached | |
| 14 | Service Tax registration number with copy of certificate attached | |
| 15 | PAN no. with a copy attached | |
| 16 | Firm's income tax returns of last three financial years with proofs attached | |
| 17 | TIN no. with proofs attached | |
| 18 | Experience certificate of any central/ state government / PSU/autonomous bodies proofs enclosed | |
| 19 | Bank account number & IFSC code (two cancelled cheque attached) | |
| 20 | Labour license no. with copy attached | |
| 21 | Annual turnover of FY2013-14, FY2014-15, FY2015-16 (in lakhs) supported by valid documents | |

Continued.....

Note: Photocopies of all necessary documents duly self attested must be scanned for verification of the information provided and submitted at the time of acceptance of award of contract. Also, every document whatsoever, attached or submitted in the bids must have self attestation of the firm's/agency's authorized signatory. Bids will summarily be rejected if any paper found with no self attestation.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in notice inviting tender and undertake myself/ourselves abide by them. I/We certify that all the information provided on previous page are true to the best of my knowledge.

Name of the bidder and Signature of the bidder with seal of the firm

**O/o Dy. Director General of Civil Aviation (ER)
Directorate General of Civil Aviation**

Details of Manpower Required

| S. No. | Details of Posts | Total Manpower required |
|---------------|--|--------------------------------|
| 1 | Trained Housekeeping Personnel at O/o Dy. DGCA, Kolkata | 2 |
| 2 | Trained Housekeeping Personnel at O/o DDAW, Patna | 1 |
| 3 | Trained Housekeeping Personnel at O/o DDAW, Guwahati | 1 |

PARTICULARS OF EXPERIENCE

| | | |
|----|---|--|
| 1. | Name of the Agency | |
| 2. | License No. and date held as per Contract Labour Regulations | |
| 3. | Date of Establishment of the Agency : | |
| 4. | Experience in the trade and particulars of other contracts, if any. | |
| 5 | Organizations with whom contract held and terms/conditions thereof with supporting documents. | |
| 6. | Monthly business turnover of the agency for each contract mentioned against (4) above. | |

Date:

Signature and seal of Bidder

NB: Please note that non-submission of this form or submission of incomplete forms is liable to be made the tender invalid.

(ON Company letter head)

UNDERTAKING

To
O/o Dy. DGCA (ER)
Directorate General of Civil Aviation,
NSCBI Airport, Kolkata - 700052

Name of the firm/Agency_____

Name of the tender:

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document No. **DDG/CC/OUTSOURCING AGENCY/.....**
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide Housekeeping Services as per the requirement mentioned in tender document.
5. I/We do hereby undertake that complete awarded work of DGCA offices shall be ensured by our Agency/firm.

(Signature of the Bidder)
Name and Address of the Bidder
Telephone No.

**O/o Dy. Director General of Civil Aviation (ER)
Directorate General of Civil Aviation**

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day _____ (Month) _____ (Year) Between the President of India through _____ (Name and address of the Department) (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Housekeeping Services to the O/o Dy. DGCA (ER), Kolkata, O/o DDAW at Guwahati & Patna, Directorate General of Civil Aviation.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a) Notice Inviting Tender for manpower
 - b) Award of contract;
 - c) Terms and Conditions;
 - d) Scope of work
 - e) Addendums, if any; and
 - f) Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Housekeeping services w.e.f. _____ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

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

For and on behalf of the Contractor
Signature of the authorized official

For and on behalf of the Dy. DGCA (ER)
Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
_____Name
on behalf of the Contractor in
the presence of:

By the said
_____Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____

Telephone No: _____

Telephone No: _____

**Bank Guarantee Bond for Performance Security
GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt _____ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____ Only) We, _____, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of _____ [contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office/ Department/ Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms

and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____
Designation _____
I.D. No. _____
Stamp/Seal of the Bank.

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

Witness-1.

Witness-2

Signature _____
Name _____

Signature _____
Name _____

Address _____

Address _____

UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of West Bengal or Government of Assam or Government of Bihar or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on ___/___/2016.

Place:

Signature of the Tenderer
Name of the Signatory
Date: ___/___/2016
Name of the Firm/agency
Seal of the Firm/Agency

Checklist for the monthly payment of the bill claimed by contractor

| S. No. | Description | Yes/No |
|---------------|--|---------------|
| 1 | Pre-receipted Monthly bill as per financial bid structure | |
| 2 | ESI and EPF contribution proofs | |
| 3 | Attendance sheet with counting | |
| 4 | Wage sheet with particulars of monthly wages signed by housekeeping staff deployed | |
| 5 | Receipt of payment of previous month | |

Every document must be signed by authorized signatory of the firm and bears the seal of the firm.

**O/o Dy. Director General of Civil Aviation (ER)
Directorate General of Civil Aviation**

**CHECK-LIST FOR TECHNICAL BID FOR
HOUSEKEEPING SERVICES**

| S. No. | Description | Details |
|---------------|--|----------------|
| 1 | Name of the firm | |
| 2 | Address of the firm | |
| 3 | Contact details of the firm with fax no. | |
| 4 | E-mail of the firm | |
| 5 | Name and address of the head of the firm | |
| 6 | Name of the contact person of the firm and contact details | |
| 7 | Specify the type of firm (sole proprietor/partnership/other specify) | |
| 8 | Earnest Money Deposit:- Name of issuing bank Amount DD No. in favour of Date of issue | |
| 9 | Employee Provident account no. with proofs attached | |
| 10 | ESI number with proofs attached | |
| 11 | Firm (Registration in corporation certificate, ISO certification) | |
| 12 | Sales tax registration number with copy of certificate attached | |
| 13 | VAT registration number with copy of certificate attached | |
| 14 | Service Tax registration number with copy of certificate attached | |
| 15 | PAN no. with a copy attached | |
| 16 | Firm's income tax returns of last three financial years with proofs attached | |
| 17 | TIN no. with proofs attached | |
| 18 | Experience certificate of any central/state government/ PSU/autonomous bodies proofs enclosed | |
| 19 | Bank account number & IFSC code (two cancelled cheque attached) | |
| 20 | Labour license no. with copy attached | |
| 21 | Annual turnover of FY2013-14, FY2014-15, FY2015-16 (in lakhs) supported by valid documents | |

(Signature of Authorized Signatory)
Seal of the Tender _____

**MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY OBLIGATIONS BY
THE SUCCESSFUL BIDDER**

From _____

To. _____

For the month of _____

1. Has the Attendance of Muster-cum-Wage Register of Persons engaged during the month been duly signed by the each individual employ and countersigned by the Representative of the successful bidder?

Yes/No

2. Whether required strength of the Staff during the month as per agreement and copy of verified Attendance Muster-Cum-wage Register been provided and maintained.

Yes/No

3. Have all employees paid necessary minimum wages prescribed by the govt. under relevant enactments? (Copy of Wage Register to be provided)

Yes/No

4. Have all the employees been extended coverage of EPF,ESI as per the eligibility under PF Act? (Attach copy of EPF, ESI Challan paid of previous month of current bill)

Yes/No

5. Are all deductions effected from the Salary/wages are as per the provisions of the payment of Wage Act. (Verified with Attendance Muster-cum Wage Register)

Yes/No

6. Are following Register, required under provisions of various statues, maintained up to date in prescribed format, kept available at the premises of the successful bidder for the inspection of any Statutory Authority on demand?

- | | |
|-------------------------------------|--------|
| i. Register of persons deployed | Yes/No |
| ii. Muster roll | Yes/No |
| iii. Register of Wages | Yes/No |
| iv. Register of Deductions Register | Yes/No |
| v. Off/OT | Yes/No |
| vi. Register of fines & advances. | Yes/No |
| vii. Register of Leave. | Yes/No |

(Signature of Authorized Signatory)
Seal of the Tender _____

**O/o Dy. Director General of Civil Aviation (ER)
Directorate General of Civil Aviation**

| Financial Bid for Housekeeping Services (Per month, INR only) | | | | | |
|--|--|--|--|---|--|
| Name and Address of the Bidder:- | | | | | |
| Sl. No. | Particulars | Description | Housekeeping Personnel (Rates per person per month) at Kolkata | Housekeeping Personnel (Rates per person per month) at Guwahati | Housekeeping Personnel (Rates per person per month) at Patna |
| a | b | c | d | e | f |
| 1 | Basic pay + VDA | Minimum wages must be followed as per Govt. of West Bengal / Assam / Bihar latest Minimum Wages as applicable. | | | |
| 2 | Employees Provident Fund | 13.36% of Basic plus VDA | | | |
| 3 | Employees State Insurance | 4.75% of Basic plus VDA | | | |
| 4 | Bonus | As per payment of bonus act and it's latest amendment. | | | |
| 5 | Total cost per employee | Sum of Sl. No.1 to Sl. No.4 | | | |
| 6 | No. of Employee | As per tender document | 02 | 01 | 01 |
| 7 | Total Cost | Sl. No. 5 x Sl. No.6 | | | |
| 8 | Service charge inclusive of cleaning material cost (monthly) | Absolute value in Rupees (not in %age) | | | |
| 9 | Total Cost | Sum of Sl. No.7 & 8 | | | |
| 10 | Service Tax | @15% on Sr. No. 9 | | | |
| 11 | Cost of Service per month | Sum of Sl. No.9 & 10 | | | |
| 12 | Tender Value (One Year):- | Sl.No.11 x 12months | | | |

Note: Bidder has to insure compliance of charges of West Bengal/ Assam/Bihar Labour welfare fund and Professional Tax

Notes:-

- 1. Bids with NIL/BLANK/N.A./ZERO/Negative service charge mentioned in Sr. No.8 above will be rejected out rightly without giving any reason whatsoever.**
- 2. Tender will be evaluated on the basis of the Total Tender Value.**

3. All values in above wage structure shall adhere to the latest minimum wages prescribed by Govt. of West Bengal/Assam/Bihar and shall be adhered in future course of tender period. EPF/ESI/Bonus/service tax or any other charges will be paid as per prevailing Govt. rates and norms.
4. The rate is to be quoted both in figures and words. If there is a discrepancy between words and figures, the amount in words will prevail.
5. Service Tax rates will be as per latest government rates.

Note:- The Financial Proposal/Commercial bid format is provided in .rar format along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this format as it is, unrar it and quote their offer/rates in the permitted column and upload the same after converting in .rar format. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with DGCA.

Place: _____

Signature of Authorized signatory

Date: _____

Name:

SEAL:

To be submitted by the Successful bidder at the time of award of contract

Declaration by the contractor /Tenderer and documents to be submitted

I/we here declare that none of the member of my/our relatives is relative of any employee of O/o Dy DGCA (ER) Kolkata, O/o DAS Kolkata, O/o DDAW Guwahati, and O/o CAW Patna, O/o CAW Bhubaneswar, and I/We also further declare that no officer /employee of DGCA is a Director/Partner of my /Our firm / company /partnership /Proprietor.

Signature of Tenderer: -----

Name:-----

Date:-----

Seal: -----

Details of Bank Account

(Real time Gross Settlement (RTGS)/ (NEFT) facility for receiving payments)

| Sl no | Particulars | To be Filled By the bidder |
|-------|----------------------------|----------------------------|
| 1 | Name of account holder | |
| 2 | Address of account holder | |
| 3 | Name of bank | |
| 4 | Name and address of branch | |
| 5 | IFSC code | |
| 6 | MICR code | |
| 7 | Account number | |
| 8 | Type of account | |

I hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information. I would not hold the user institute responsible.

Date

Place

Seal

(Please attach one cancelled cheque)

Signature of account holder

Name

Designation