

**ONLINE TENDER DOCUMENT****MANPOWER SERVICES : HOUSE KEEPING AND OFFICE STAFF**

सत्यमेव जयते

Government of India

Ministry of Textiles, O/o Development Commissioner (Handicrafts)

**National Handcrafts and Handlooms Museum (NHHM)**(Popularly known as **CRAFTS MUSEUM**)

Bhairon Marg, Pragati Maidan, New Delhi- 110 001

Website : [www.nationalcraftsmuseum.nic.in](http://www.nationalcraftsmuseum.nic.in)E mail : [mailtonhhm@gmail.com](mailto:mailtonhhm@gmail.com) Tele : 011-23371353

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**SCHEDULE TO TENDER**

S.No.	Activity Description	Schedule
01	Starting Date and Source of Tender Document	Available from 15 MAY 2019 on online at URL <a href="http://eprocure.gov.in/e-procure/app">http://eprocure.gov.in/e-procure/app</a> or <a href="http://www.handicrafts.nic.in">http://www.handicrafts.nic.in</a>
02	Pre-bid meeting	23 MAY 2019
03	Last date for upload of bids	09 JUN 2019
04	Earnest Money Deposit	Rs. 1,00,000 #
		# DD/Pay order in favour of "Sr AO, CP&AO, DC(HC) Ministry of Textiles, payable at New Delhi. Exemption is allowed for NSIC /MSME registered agencies on submission of supporting doc.
05	Cost of Bid document	Nil

**e- TENDER / NOTICE**  
**Manpower Services Of House keeping and Office Staff at NHHM**

**Introduction**

1 The **National Handicrafts and handlloms Musdum (NHHM)**, popularly known as **Crafts Museum** located at Bhairon Marg Pragati Maidan New Delhi – 110001 is a Subordinate office of Development Commissioner (Handicrafts ), Ministry of Textiles, Govt of India New Delhi

**Brief on Services, Term and Performance Security Bond**

2 On behalf of the President of India invites online bids in Two cover system through CPP Portal website <http://eprocure.gov.in/eprocure/app>) for providing total 32 (appx) manpower including two part time and the details are as follows:-

- (a) 14 Unskilled for House keeping work
- (b) 02 Semi-skilled each for Horticulture and Mud Plastering work.
- (c) 09 Skilled / Clerical for office work
- (d) 05 Highly qualified / experienced which includes Govt pensioners, each in the field of Carpentry, Security, Establishment, Procurement and IT expert for handling all Portals being used in Govt Offices or etc
- (e) 02 Part time IT support posts for limited period as and when required basis for the job in connection with website maintenance or conducting IT refresh courses.

The number mentioned here, is an approximate requirement and NHHM have full liberty to increase or decrease manpower during the period of the contract subject to availability of budget and other related reasons. In case of curtailment, minimum one month advance notice is to be issued.

The contract is valid for maximum **period of 4 years 6 months** with renewal by every year on existing terms of conditions subject to satisfactory work of agency.

10 % of Annual contract total value is to be submitted as Security Performance Guarantee by selected agency in form of Bank Guarantee or FD Receipt while executing agreement.

### **Eligibility Criteria**

3 The following are essential eligibility criteria :-

(a) Agency should have a legal status, whether it will be a registered proprietorship Firm / Partnership firm / Company under companies Act having all statutory license / registration for carrying out such activity as well as have registration for income tax / PAN /GST / / Contract Labour (Regulation & Abolition) Act / ESI / EPF / etc .,

(b) The Agency should have **minimum Seven years** experience in providing manpower services to various organisations.

(c) The agency should have successfully completed or be in possession of at least five similar contracts from CG Ministries / Departments, State govts and PSUs / Autonomous / Universalities etc., (i.e., Pvt organisations not included) for last seven years. In this connection, copy of agreement / work order with satisfactory performance certificate is to be attached.

(d) Bidder should have at least annual **turnover of Rs. 100 Lakhs** in the last three consecutive financial years. Balance sheet / certificate duly certified by CA is to be attached.

(e) There should be no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the agency or its authorised signatory on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by the any govt organisation

### **Methodology & Evaluation of bids**

4 The technical bids will be evaluated first. Those are qualified in technical bids, their financial bids only opened. The financial bid will be finalised based on both part I & part II of financial bid. If the financial bids are same value, further evaluation based on the following criteria:-

(i) Agency having more turnover (10 points)

(ii) Agency having received appreciation from the Principal employer for the work (10 points)

(iii) Agency not having appreciation from the previous employer may not be given preference.

(iv) Agency having performed satisfactory work for more number of Govt organisations shall be preferred (10 points)

## **SCOPE OF WORK**

5. **House Keeping Service.** The Contract is for sweeping of approximately 03 acres area/cleaning/removal of discarded furniture, dusting of common areas / rooms / dormitories and toilets (06 groups of Ladies and Gents each toilets) along with individual toilets of offices / Guest Room in Museum premises, including Village Complex, Crafts Demonstration Area, Shilpa Kutir and other open and covered areas of Crafts Museum, as directed by the competent authority. Sprinkling of Anti Mosquito / fogging as when required. Washing of utensils in the Kitchen and other items being used there.

All types of garbage, dry grass, leaves, refuse, bricks, pebbles, waste paper, polythene bags and other waste items to be collected on daily basis twice a day one early in the morning and one in the evening of every day and removed from different spots and put in dustbin and garbage dump manually. These will need to be removed by **vehicle hired by cleaning agency** through Bridge Gate / Parking gate as no access of vehicles inside the Museum. The main garbage will have to be emptied minimum 03 times a week preferably before 8.00AM on Mondays, Wednesday is and Saturdays.

The staff deployed should be provided proper distinguishable uniform preferably jacket without hand showing housekeeping staff of NHHM to work during working at the cost of the agency, All ladies and gents toilets shall be cleaned at a frequency of one hour, so that high standards of cleanliness and hygienic conditions are maintained at all times.

Cleaning work shall be carried out on all days of a week (i.e. Monday to Sunday) cost of material like brooms (hard & soft) mops wipers, dustbin, toilets brush, grass cleaners, carpet brushes and other requisite items for housekeeping and cleaning will be borne by contractor (list of requirement of per month, cleaning material is enclosed as per **Annexure-IV**) should be enclosed with the bid/ quotation). The quantity of cleaning material should be sufficient to meet one months requirement and cost shall not be a criteria for evaluation of tender.

The cleaning agency will be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its cleaners for work at NHHM, Pragati Maidan and cleaning agency would indemnify Crafts Museum, against any compensation/claim and damages etc, due to accident or injury to its cleaners or death due to accident or otherwise, which may arise out of and during the cleaner's duties. NHHM would not be liable to pay any damages or compensation to such cleaners or to third party.

In case the cleaning agency fails in adhering to the daily cleaning work at NHHM and NHHM has to make alternate arrangements for daily cleaning, the actual cost of cleaning with 10% penalty for administrative expenses shall be deducted from the bill of the agency.

6. **Horticulture and Mud Plastering** 02 Semi-skilled each for Horticulture and Mud Plastering work are to be deployed for this purpose. On demand, the subject related material, like seasonal plants etc are to be delivered on pre-fixed rates as quoted in financial bid,

7. **Office work** The requisition staff under Skilled / highly qualified / experienced and part time IT support staff will work under the guidance of Officers of NHHM as per the requirement.

## **General Terms of conditions**

Affidavit from workers to be deployed stating that period of deployment will not confer upon them any right for claiming regularization in job.

Payment will be based on actual work done and attendance to be certified by the concerned supervising officer of Crafts Museum. Recovery for non-attendance will be made from the bill or will not be claimed by the contractor themselves.

Security/Safety rules in NHHM (Crafts Museum) to be followed by the staff deployed. In case or complaint either regarding performance of duties, misbehaviour or otherwise, such staff deployed shall be removed immediately and agency will have to depute another staff as his/her replacement.

Agency shall deploy the staff who is medically fit and submit a certificate from any authorized MBBS Doctor and get verified character and antecedent of staff from local police authorities and shall submit documents in support of these to the entire satisfaction of the department/NHHM.

The agency shall provide Identify Proof and residential address and Telephone Contract No. of the staff so deployed and issue them Identity Cards so that their identity be verified/checked at any time.

All types payments are to be made on line transactions only and the agency shall submit a bill in triplicate after disbursement of wages and bonus as applicable along with supporting documents for online payment as entitled by every worker and self attested receipt in support of ESI, EPF subscription. Necessary TDS & TS(GST) charges shall be deducted as per Government rates/rules from the amount to be paid to the agency.

The Service Provider shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

The antecedents of staff deployed shall be verified by the Service Provider from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the Service Provider complies with the provisions.

The staff shall not accept any gratitude or reward in any form.

The attendance of the employees required to be recorded (punch ) on Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.

No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.

The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.

The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer , emergencies, exempted.

The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.

The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.

For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.

The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

Any other Terms and Conditions as mentioned in the Miscellaneous Terms and Conditions for Services.

## **Specific Terms of conditions**

The Museum is open for visitors throughout the year except very few Gazetted holidays and National Holidays. Outsourcing staff will be entitled only one week end holiday on any day as decided by NHHM Irrespective of whether the museum is observing 6 day or 5 day week for its permanent employees.

For House Keeping staff, the agency shall provide a weekly off to all 14 House keeping staff in such a manner twelve person are to be deployed everyday by allowing two persons are on weekly off daily. In case of any absent for more than two days, suitable substitute is to be provided by the agency, failing which Penalty of Rs. 500 /- per day for each worker's absence imposed.

Similarly, Remaining staff will be given weekly off by the management of NHHM either on Sunday or Monday or even Saturday as per their place of work. During IInd Saturday or any other holidays where the museum is open for visitors, the outsourcing staff will not get additional holidays and they will be assigned with other duties as per the requirement.

The competent authority of NHHM have full liberty on selection of candidate as per the requirement and preference will be given to existing outsourcing staff of NHHM considering their previous performance.

Agency getting the award of work will not be authorised / allowed to charge any fees in the name of placement / registration / recruitment or else from the candidates to be deployed at NHHM on contract basis, even if it is mentioned in their own company / firm norms. A declaration to this effect is to be submitted on Affidavit as per the suggested format attached with this tender document along with technical bid. Otherwise the bids will not be considered.

## **Payments**

Minimum Wages with VDA and for various categories of as decided by Chief Labour Commissioner (C)\ NCT of Delhi Government time to time, whichever is more and Min. Bonus as applicable is payable for Un skilled, semi-skilled and skilled (Clerical ). However, for staff deployed under highly qualified / experienced category are to be paid Rs. 5,000/- pm more in addition to entitled wages for skilled category. The payment is to be made monthly by the service provider through on-line by 07 of every Month and the same shall be re-imbursable from NHHM on submission of monthly bills, Hence, the same is no need to quote on financial bid

Similarly, the Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share. Hence, the same is also no need to quote on financial bid.

Employers share of EPF & ESI actually deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.

The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account

from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.

The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.

The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.

The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.

Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.

TA/DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.

All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.

The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Service Provider.

Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period except revision of minimum wages

The Breakup of the components to be provided to the Buyer Department. The Buyer Department will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

The Total Price includes Minimum Wage, ESI, EPF, Admin Charge and GST on the mentioned components. Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any:

Minimum Wage + ESI + EPF + PF Admin Charges + GST (on the Minimum Wage, ESI and EPF component), which is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.

In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.



The cost of the Contract shall be valid for initial contract period . No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

### **Breach Of Contract**

The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of any provision of agreement beyond 3 instances in the entire contractual period shall be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.

### **Penalties And Termination**

1. The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement.
2. In the event of any breach of the agreement, the same may be terminated and further the work may be got done from another Service Provider at the risk and cost of the Service Provider.

## INFORMATION AT A GLANCE : TECHNICAL BID

(All columns are to be filled with related information without fail, Otherwise bids are rejected )  
(Filling with words see at page number . . or Attached or Yes etc are not acceptable )

### PART – I

<u>SI No</u>			<u>Page No from – to</u>
01	Name & Address of the Agency includes name of authorised signatory, his office address, phone, mob, E mail ID etc relevant document to be attached		
02	Type of Agency & its Registration number & date relevant document to be attached		
03	GST Number PAN Number ESI Regn No & Date EPF Regn No & date License under Contract Labour & Date Relevant document to be attached		
04	Total yrs of experience in providing similar services. relevant document to be attached		
05	Details of 5 similar contracts (with Govt only not Pvt ) with period from and for last 7 years (attach a copy of agreement /work order, satisfactory certificate, name of clients, clients address, phone number)		
06	Annual turnover of the firm for last three consecutive F/ys (Copy of audit balance sheet certified by CA along with ITR for last 3 years be attached).		
07	Details of Earnest Money Deposit (EMD) / Exemption supporting documents i.e, DD details or MSME/NSIC Regn No. & date relevant document to be attached		
08	Affidavit for never have been black listed by any of the Central / State organisation and no court case / Arbitration proceeding is pending against the agency, if so details thereof and the outcome may be mentioned.		
09	Other Information, if any		

Stamp with signature of authorised signatory

## UNDERTAKING BY THE BIDDER ON NON JUDICIAL STAMP PAPER

### DECLARATION

1. I \_\_\_\_\_ son / Daughter / Wife of Shri \_\_\_\_\_  
Signatory of the agency / firm mentioned above is competent to sign this declaration and execute this tender document:
  2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
  3. The information / documents furnished along with the above application are true authentic to the best of my knowledge and belief. I / we / am / are well aware of the fact that furnishing of any false information / fabricate document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:
  4. We do hereby declare that the entries made in the Bid document are true and also that we shall be bound by the acts of our duly constituted Attorney.
  5. We do hereby declare that the Bidder has not been blacklisted /debarred by any Govt. Department/Public sector undertaking.  
  
We hereby declare that the Bidder was blacklisted/debarred by \_\_\_\_\_ - (here give the name of the Department/Agency) for a period of \_\_\_\_\_ which period has expired on \_\_\_\_\_ (Full details of the reasons for blacklisting / debarring, and the communication in this regard, should be given (\*).
- (\*). (Strike out whatever is not applicable).
6. We hereby declare that the contract entered into by the Bidder Firm with any Govt. Department/ Public Sector undertaking has not been terminated before the expiry of the contract period any point of time the last three year for breach of any terms and conditions.
  6. We also declare that we will not collect / deduct any charges from any candidates deployed at NHHM towards registration or placement even if it is in the norms of company / firm.
  7. We also certify that none of relative (s) employed in NHHM , being a partner in the tendered company.
  8. We certify that all information furnished by the Bidder Firm is true & correct and in the event that the information is found to be incorrect/untrue, the museum have the right to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the museum may have under the Contract and Law.

Signature of Bidder  
Authorized Signatory  
Seal

**INSTRUCTIONS FOR TECHNICAL BIDS**  
**MANPOWER SERVICES AT NHHM**

Note

The technical bid should not be more than 50 pages. Bulk bids having more than 50 pages will be liable for rejection. Hence, it is suggested that minimum documents related in support of eligibility criteria, Information at a Glance (Technical Bid) and declaration of stamp paper is enough .


1. The Bidder/Firm/Agency should enclosed a notarized affidavit on a stamp paper of appropriate value to this effect that the company has not been blacklisted or their business dealings with the Government/Ministries/Department have not been banned etc (suggested format attached on next page)
2. The tender form should be clearly filled in ink legibly or typed. The Bidder/Firm/Agency should quote the number, rates and amount tendered by him / them in figures as well as in words. Alternation illegibly attested by the Bidder, shall disqualify the tender. The tender form should be signed by the Bidder himself.
3. Attested copies of the Registration of the firm, License No. (Under Contract Labour Act), Provident Fund Account No.(allotted by the Provident Fund Commissioner), ESI No., PAN No.( allotted by the Income Tax Department) and GST / ~~Service Tax~~ Number shall be enclosed.
4. Copy of the Income Tax Return Certificates / Balance Sheet of last Three years, GST / Service Tax Certificate and Satisfactory Performance Certificate issued by the concerned agency (s) organizations where such types of works / jobs have been performed by the contractor earlier shall also be enclosed.
5. False information/ documents provided for consideration would result in disqualification of the bidder.

**FINANCIAL BID : MAMPOWER SERVICES AT NHHM**

**PART I**

<b>S.No.</b>	<b>Name of Items</b>	<b>Rate quoted per person/unit (in Rs.)</b>
1.	Agency Service / Administrative Charges per person per month.	Rs..... In Word Rupees...
2	Jacket per person per month (applicable for only house keeping staff only/ unskilled)	Rs..... In Word Rupees...
3	Monthly Charges of transportation for removing Garbage from dustbin 3 days per week (including applicable Taxes, if any).	Rs..... In Word Rupees...
4	Monthly charges sanitary / cleaning material to be supplied as per list attached along with tender document.	Rs..... In Word Rupees...
5.	Total	Rs..... In Word Rupees...

**PART II : Supply of Horticulture material on demand**

<b>S.No.</b>	<b>Name of Items</b>	<b>Rate quoted per person/unit (in Rs.)</b>
1.	Seasonal plants without pot Qty. 50 each category	Rs..... In Word Rupees...
2.	 Fertilizer Cow Manure Natural Plant Nutrient for Home Gardens. 5kg each bag	Rs..... In Word Rupees...

Signature \_\_\_\_\_

Date \_\_\_\_\_

Seal

Name \_\_\_\_\_

## **INSTRUCTIONS ON FINANCIAL BIDS**

1. Minimum Wages with VDA for various categories of as decided by Chief Labour Commissioner (C) NCT of Delhi Government time to time, whichever is more is payable monthly in addition to bonus as applicable. However, for staff deployed under highly qualified / experienced category are to be paid Rs. 5,000/- pm more as a special allowance in addition to min wages and bonus as entitled for skilled category. These wages no need to quote on financial bid. These payments need to be released by the agency and then re-imbured from NHHM on submission of monthly bills.
2. Govt. Pensioners having CGHS / ECHS card and any Insurance coverage, if they appointed against highly experienced vacancies, they will be given option to choose consolidated monthly remuneration of Rs. 25,000/- per month subject to fulfilment of all other statutory rules. On enhancement of min wages for Skilled Category , the difference of arrears on wage and bonus will be paid over above 25,000/-
3. Similarly the employer share of EPF & ESI contributions are payable By NHHM on submission of supporting documents . Hence, the same is also no need to quote on financial bid.
4. Unauthentic / unrealistic financial bids will not be accepted. The service charges to be quoted should be enough to carry out the work of supply of manpower without adopting any unfair labour practices of levying registration charges in the beginning, paying wages and followed by demanding of certain percentages. Service charge less than 4% shall be considered as unrealistic and shall be rejected as NHHM will deduct TDS.
5. Charges for Uniform (i.e., good quality jackets House keeping staff having marked with name of Agency ) , Sanitary /Cleaning material , Garbage transportation so quoted is to be realistic amount as per the market rates.
6. No fraction of a rupee will be considered and quoting in fraction of a Rupee or unauthentic / Unrealistic bids may lead to summarily rejection of the financial bid.
7. The Bidder / Firm / Agency should take care that the rate and amount should be written in such a way that interpolation is not possible. No column should be left blank which would otherwise make the tender liable for rejection.
8. All wages and allied benefits like PF & ESI etc are to be paid by the agency. The agency shall remain liable to the authorities concerned for compliance of the provisions in this regard and will be liable for any contravention thereof.
9. Agency shall have to abide by Min Wages Act as revised from time to time to the members of staff deployed by them. In case the min wages is raised by the local Govt after submission of the tender, the payment of difference in the minimum wage will be considered by the authorities.
10. No commitment to accept lowest or any tender. NHHM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers.

**Monthly Requirement of List of Cleaning / Sanitary Materials**

<b>Sl.No.</b>	<b>Name of Item</b>	<b>Quantity</b>
1.	Vim Powder	10 Kg.
2.	Nirma Powder	08 Kg.
3.	Cleanzo of 5 Ltrs each	06 Tins
4.	Floor shining liquid(Good quality)of 05 Ltrs each	4 tins
5.	Floor Dusters (36"x36")	01 dozen
6.	Seek for Big Size Bamboo Broom ( with 4 bamboos & rope as required )	04 Kg.
7.	Wiper	02 pieces
8.	Odonil (75 gms.)	12 pieces
9.	Liquid soap (Fem/Detol/Lifeboi.	08 Lts.
10.	Pink colour urinal fragrance cubes	08 packets
11.	Toilet paper roll.	20 nos.
12.	Garbage Bag (big size)	100 pieces
13.	Harpic	08 Ltr.
14.	Bleaching Powder	05 Kg.
15.	Coconut broom	10 pieces
16.	Soft broom	12 pieces
17.	Instruments for use of cleaning sewerage (only once in a year required)	01 piece
18.	Air Freshner 300 ml. Tin (preferably Uniair company) with suitable cell / battery	4 pieces
19.	Perfumed urinal screen mat	12 piece
20.	Duster (hand)	1 dozen

**Note: The above all items must be made available on the last day of every month positively.**

DRAFT AGREEMENT FORMAT  
(To be made on Rs 100.00 Non Judicial Stamp Paper)

This agreement is made at New Delhi on the \_\_\_\_\_ day of 2019 between \_\_\_\_\_ acting through Shri \_\_\_\_\_, \_\_\_\_\_, National Handicrafts and Handlooms Museum (NHHM) also known as Crafts Museum is a subordinate office of the Development Commissioner (Handicrafts) , Ministry of Textiles located at Bhairon Road, Pragati Maidan, New Delhi (herein after referred to as '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

**AND**

M/s \_\_\_\_\_, having its registered office at  
\_\_\_\_\_

(hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Manpower Services for at NHHM, New Delhi the terms and conditions stated below:

The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed at NHHM, New Delhi. The "Agency" will give proof of fulfilling statutory obligations. The '**Client**' shall have no liability in this regard.

The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at in NHHM), New Delhi. The '**Client**' shall have no liability in this regard.

Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

The contract can be terminated by giving one month notice on either side.

In case of non-compliance with the contract, the '**Client**' reserves its right to:

- a. Cancel/revoke the contract; and/or
- b. Impose penalty upto 10% of the total annual value of contract.

The '**Agency**' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NHHM, site which will not be less than prescribed DC rates.

The security personnel provided by the '**Agency**' will not claim to become the employees of NHHM, and there will be no Employee and Employer relationship between the personnel engaged by the '**Agency**' for deployment in NHHM, New Delhi.

There would be no increase in rates payable to the '**Agency**' during the contract period except reimbursement of the statutory wages revised by the Govt.



The 'Agency' also agrees to comply with annexed, Terms and Conditions and amendments thereto from time to time. The contractor shall abide by the terms and conditions, Scope of work etc stipulated in the Tender document which is part of Agreement . (Tender document is also enclosed).

Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.

The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.

In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand ten and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in New Delhi in the presence of the witness:

Signature on behalf of Contractor  
Name  
Designation  
Deal

(Signature on behalf of NHHM)  
Name  
Designation  
Seal

Agreement signed in the presence of following witnesses

Witness 1' Sign : .....  
Name  
Address

Witness 1 Sign : .....  
Name  
Address

Witness 2 Sign  
Name :

Witness 2 Sign :  
Name :

Address

Address ;

## **GENERAL GUIDE LINE ON 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:  
<https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://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/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) Please go through 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 / DWF/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 125 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. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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 (i.e. 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) All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except, original demand draft towards EMD and Tender Cost will be accepted offline.

#### **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.
- 2) 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.



