



नर्मदा नियंत्रण प्राधिकरण  
NARMADA CONTROL AUTHORITY

ई-निविदा प्रपत्र  
e-TENDER DOCUMENT

FOR

**Providing Personnel for Web Manager ,Computer Operator  
and Deployment of manpower for Housekeeping related  
activities with cleaning material for NCA Office premises &  
Transit Camp, Indore.**

नि.आ.सू. क्र. ननिप्रा / आरओआई / कार्या. व्यवस्था / 2019 /  
NIT No. : NCA/ROI/Housekeeping//2019/

Indore  
April, 2019

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## NARMADA CONTROL AUTHORITY

-NARMADA SADAN, BLOCK-B, SCHEME NO. 74, VIJAY NAGAR, INDORE

NIT No. NCA/ROI/HOUSE-KEEPING/2019/

Date :18.04.2019

### NOTICE INVITING TENDER

Online bids (e-tenders) under Two-Cover system are invited on behalf of Chairman, NCA from the Service Provider/Placement Agency/Contractor having office at Indore on Monthly charges for **Providing Personnel for Web Manager ,Computer Operator and Deployment of manpower for Housekeeping related activities with cleaning material for NCA Office premises & Transit Camp, Indore.** as per the requirement indicated in the Bid document on 11 months Contract Basis.

The details of work are available in the tender document which can be downloaded from Central Public Procurement (CPP) Portal [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and the bid is to be submitted **online** only on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) up to last date and time of submission of tender. Sale of physical tender document is not applicable.

S. No	Item	Description
i	Name of work	<b>Providing Personnel for Web Manager ,Computer Operator and Deployment of manpower for Housekeeping related activities with cleaning material for NCA Office premises &amp; Transit Camp, Indore.</b>
ii	Estimated Cost of Works	Approx. Rs 15.37 Lacs
iii	Period of work	11 months
iv	EMD	Rs. 30,800/- in favour of %Narmada Control Authority+payable at Indore, M.P.
v	Cost Of Tender Form	Rs. 1000/- (non-refundable) in Demand Draft
vi	Tender Inviting Authority	Director (Civil), NCA, Regional Office, Narmada Sadan, Block-B, Scheme No. 74, Vijay Nagar, Indore

Note: Tender fee and EMD (both in original) as per Clause 6. of Section-I, should be submitted to the Tender Inviting Authority on or before the last **date & time** of the bid submission failing which the bid will not be opened & bid will be summarily rejected.

#### 2.0 Critical Dates of Tender:

S. No.	Particulars	Date & Time
(i)	Publish Date & Time	18-04-2019 : 03:00 PM
(ii)	Sale/ Document Download Start Date & Time	18-04-2019: 03:00 PM
(iii)	Sale/ Document Download End Date & Time	02-05-2019: 03:00 PM
(iv)	Clarification Start Date & Time	18-04-2019: 04:00 PM
(v)	Clarification End Date & Time	30-04-2019: 03:00 PM
(vi)	Bid Submission Start Date & Time	18-04-2019: 03:00 PM
(vii)	Bid Submission End Date & Time	02-05-2019: 03:00 PM
(viii)	Bid Opening Date & Time	03-05-2019: 04:30 PM

#### 3.0 Qualifying Criteria:

The bidders must fulfill the following minimum Qualifying Criteria: -

- i. Bidder should be registered service provider/placement agency/contractors for providing such services and should have an office and/or authorized Representative at Indore.
  - ii. The Agency should have a minimum experience of three years in executing the services in similar types of offices/ academy/ training centers/ organization etc.
  - iii. The eligible bidders shall have average annual turnover during last three financial years ending 31<sup>st</sup> March, 2019 at least **15.00 Lakh** each year.
  - iv. The bidder should have experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tender is invited should be as under:
    - a) One similar completed works costing 80% of present proposal Or
    - b) Two similar completed works costing 50% of present proposal
  - v. Any work of Agency / bidders should not be terminated in last three years for not full filling the condition of contract or non payment of wages.
  - vi. The Agency should also have Valid GST, EPF & ESIC Registration Certificate., PAN and Agency Registration etc.
- 4.0** The details / information regarding online tendering i.e., Registration on CPP portal, preparation of bids and submission of bids are available in the tender document.
- 5.0** NCA reserves the right to reject any or all the tenders without assigning any reason whatsoever.

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**Director (Civil), NCA, Indore**

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**  
**A - GENERAL**

- 1.0** Online bids (e-tenders) under Two-Cover system are hereby invited by the Director (Civil), NCA on behalf of Chairman, NCA from the Service Provider/Placement Agency/Contractor having office or representative at Indore on monthly charges Basis for **Providing Personnel for Web Manager ,Computer Operator and Deployment of manpower for Housekeeping related activities with cleaning material for NCA Office premises & Transit Camp, Indore for 11 months** as per the requirement indicated in the **Schedule of Quantities and Prices** (Schedule-A). Tender forms can be downloaded from [www.nca.gov.in](http://www.nca.gov.in), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), but the bids are to be submitted online only on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) up to last date and time of submission of tender. Sale of physical tender document is **not applicable**
- 1.1** This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Authority/ Employer. It also provides information on online bid submission, opening, evaluation and contract award.
- 1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:**
- The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (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 requirement and submitting their bids online on the CPP Portal.
- 1.2.1 REGISTRATION:**
- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the [Click here to Enroll+](#) option available on the home page. Enrolment on the CPP Portal is free of charge
  - (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the Service Provider/Placement Agency/the contractors/bidders through email-id provided.
  - (iii) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
  - (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/e
  - (v) Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smartcard.
  - (vi) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
  - (vii) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
  - (viii) Bidders can log into the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

### 1.2.2 PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any, published before submitting their bids. After selecting the tender document, same shall be moved to the ~~M~~My favouriteqfolder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall 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.
- (iii) Any clarifications if required the same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual financial report, PAN, GST, EPF, ESIC & other details etc., under ~~M~~My Space+ option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

### 1.2.3 SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance and familiar themselves for bid submission so that he/ she can upload the bid in time i.e. on or before the bid submission time and date.
- (ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of bid submission. The details of the DD/BC/BG, 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.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidder shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be less.
- (viii) Utmost care shall be taken for uploading Schedule–A Price Bid and any change/ modification of the Price Bid shall render it unfit for bidding.**

**Bidders shall download the Price Bid i.e. Schedule-A, and save it without changing the name of the file. Bidder shall quote their rates both in figures and words in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule-A Price Bid file is found to be modified by the bidder, the bid will be rejected.**

**The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (x) After the bid submission (i.e. after Clicking %Freeze Bid Submission+in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

## **2.0 QUALIFYING CRITERIA:-**

2.1 The bidders must fulfill the following minimum Qualifying Criteria: -

Bidder should be registered service provider/placement agency/contractors for providing such services and should have an office and/or authorized Representative at Indore. The Bidder should have valid EPF, ESIC, GST Registration certificates and PAN.

- i.
  - a) To qualify for award of the contract the agency should have a minimum experience of three years in executing the services in similar types of offices/ academy/ training centers/ reputed private agency/organization etc.
  - b) The details of experience are to be furnished in form **Tech- 1**.
- ii. Bids submitted by a joint venture of two or more firms as partners, shall comply with the following requirements, unless otherwise stated in the Bidding Data:
  - (a) the Bid shall include all the information.
  - (b) the Bid shall be signed so as to be legally binding on all partners; individual and jointly.
  - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement;
  - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- iii. The turnover of such Bidder must have been at least Rs. 15.00 lakhs in each of preceding three financial years. The turnover for last three years is to be submitted in form **Tech-2**.

- 2.3 All Bidders shall provide qualification information in prescribed format regarding average annual turnover (AATO), experience in similar service, details of key personnel, plants and equipments and proposed methodology.
- 2.4 All Bidders shall include the following information and documents with their Bids in Section-II.
- a. Copies of original documents defining the constitution or legal status of the firm / organization, place of registration, and principal place of business, power of attorney of the authorized signatory of signing the Bid.
  - b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past three years.
  - c. Authority to seek reference from Bidder's banker, if required.
  - d. Copy of PAN card self-attested.
  - e. Copy of GST registration, EPF registration & ESIC registration.
  - f. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the party concerned and disputed amount.
- 2.6 To qualify for the contracts or the package of contract for which the Bids are invited in the IFB, the Bidder must have Annual Turnover (AATO), experience, equipments and personnel and proposed methodology.
- 2.7 Even though the Bidder meets the above qualifying criteria, they are subject to be disqualified if they have;
- a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
  - b) Record of poor performance such as abandoning the services, not properly completing / performing the service, inordinate delay in completion, litigation history, or financial failure etc. or dues of any personnel deployed in NCA and / or any other central/ state Govt. agency duty earlier.
  - c) The agency/bidders who have provided services for providing personnels to Narmada Control Authority in last 5 years have to give details of EPF withdrawal/EPF account statements of all personnels deployed earlier failing which their financial bid shall not be opened and their tenders may be rejected.
- 2.8 The bidder shall furnish documentary proof as below for fulfilling qualifying criteria as above failing which his offer shall be summarily rejected:
- i) Scanned Copies of Audited Balance Sheet/Profit & loss account/ Certificate from Chartered Accountant for last three years ending 31<sup>st</sup> March 2019.
  - ii) Scanned Copies of work orders and successful completion certificate from the owner. Scanned copy of TDS certificate for experience of private organization.
  - iii) Scanned Copy of EPF registration certificate.
  - iv) Scanned copy of GST registration
  - v) Scanned copy of ESIC registration
  - vi) Scanned copy of PAN

### 3.0 CONTENT OF TENDER DOCUMENT:

The Services required, procedure, methodology and contract terms are prescribed in Bidding documents listed below :

- i. Notice Inviting Tender (NIT)
- ii. Section I - Instruction To Bidders (General)
- iii. Section II- General Conditions of Contracts (GCC).
- iv. Section III - Specification of Services & Special Conditions of Contract
- v. Schedule A-Price Bid



**4.0** The Bidder shall fill in rates / prices or offers for the service charges described *shall be quoted in Price Bid (Schedule-A)*.

**5.0 VALIDITY OF OFFER: -**

The validity of offer shall be **120 days** from the date of opening of tender. A bid valid for a shorter period may be rejected by the Authority as being non responsive.

In exceptional circumstances, prior to expiry of the original tender validity period, the Authority may request the bidder, in writing, for a specified extension in the period of validity. The bidder may refuse the request without forfeiting its EMD (bid security). The bidder agreeing to the request will neither be required nor be permitted to modify its tender. The provisions regarding discharge and forfeiture of EMD shall continue to apply during the extended period of tender validity.

**6.0 EARNEST MONEY DEPOSIT: -**

The Bidder shall deposit EMD of **Rs. 30,800/- (Rs. Thirty thousand & Eight Hundred only)** in the form of Demand draft/ Bankers Cheque TDR drawn in favour of Narmada Control Authority issued from any of the Nationalized bank, payable at Indore. The Agency must put their seal & Signature on the Reverse Side of TDR. No interest shall be payable by the Employer on this account."

Request for exemption from payment of EMD will not be accepted in any case. **The Original Earnest Money deposit detail shall be submitted to the Office of Tender Inviting Authority before last date of submission of bid.**

6.4 Bids received unaccompanied by the requisite Earnest Money shall be rejected as being non-responsive and their **Cover-2-'Price Bid'** shall not be opened.

6.5 The EMD of the unsuccessful Bidder will be returned within **28** days after the award of the tender.

6.6 EMD (Bid Security) of the successful Bidder will be returned after submission of Performance Security as stipulated in the General Conditions of Contract.

6.7 No interest shall be payable by NCA on the Bid Security.

6.8 The EMD (bid security) of bidder shall forfeited:

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; or
- b) If a bidder fails to accept rectification of arithmetical errors noticed by the Authority or
- c) If the Bidder adopts corrupt or fraudulent
- d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i) Sign the Agreement; and/or
  - ii) Furnish the required Performance Security Deposit.

**7.0 CLARIFICATION OF BIDDING DOCUMENTS:**

7.1 A prospective Bidder requiring any clarification of the bidding documents may ask the clarifications online through CPP Portal **at least 07 (seven) days** before the last date of submission of the tender.

The Authority will respond online to any request for clarification if considered necessary, at its sole discretion.

7.2 The Authority shall not be bound to respond to the request from the bidder and this shall not become the reason for claiming extension of the deadline for the submission of the tenders.

#### **8.0 AMENDMENT OF BIDDING DOCUMENTS:**

8.1 Before the deadline for submission of bids, the Authority may modify the bidding documents by issuing addenda/ corrigendum.

8.2 Any addendum/corrigendum thus issued shall be part of the bidding documents and shall be published on CPP Portal.

8.3 To give bidders reasonable time in which to take an addendum/ corrigendum into account in preparing the bid, the Authority may, at its discretion, extend the deadline for the submission of the tender.

#### **9.0 LANGUAGE OF BID:**

9.1 The bid and all documents shall be in English and correspondence relating thereto shall be written in the English / Hindi language. Supporting documents and printed literature in any other language shall be accompanied by an appropriate translation to the English/ Hindi language.

9.2 For the purpose of interpretation of the tender clauses, the English version shall prevail.

9.3 The ruling language of the bid shall be in English and correspondence exchanged between the bidder and the Authority shall be in English/Hindi.

#### **10.0 SUBMISSION OF OFFER:**

10.1 The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

##### **A) COVER -1 (TECHNICAL BID)**

**Online bids should be submitted containing scanned copy of following document in Cover-1.**

- i) Tender fee as per NIT.
- ii) Earnest Money Deposit of INR **30,800/-** as per Clause 6.0 above.
- iii) Authorization/ Power of Attorney in favour of Authorized Signatory for signing of documents and online submission of bid having the following information:

Name & Address of contact person :-

Telephone/Fax No :-

Mobile No:-

E-mail ID:-

- iv) The bidders or his authorized representative shall digitally sign and upload all the documents, owning responsibility for their Correctness/ Authenticity and submit Declaration in respect of acceptance of terms and conditions of tender document as per **Annexure-I**.
- v) The details of experience are to be furnished in form **Tech- 1**.
- vi) The turnover for last three years is to be submitted in form **Tech-2**.
- vii) All Documents establishing conformity to the Qualifying Criteria as mentioned at Clause 2.0 and Clause 1above.
- viii) PAN
- ix) GST Registration No.
- x) Copy of Certificate of Registration with Private Security Agency (Regulation) Act, 2005or Certificate of Incorporation.
- xi) Copy of License under Contract Labour (Regulation & Abolition) Act, (i.e. Labour License No.), if applicable.
- xii) Certificate of Registration with ESIC, EPF as applicable.

- xiii) Electronic Clearing System Duly filled up and signed along with cancelled cheque, **Annexure-II**.
- xiv) Bidder shall furnish copy of partnership deed in case of partnership firm or Memorandum and Articles of Association in case of limited Company or ownership certificate in case of sole of proprietary firm.

**The bidders are cautioned that divulging of any price information in Cover-1 Technical Bid) will result in rejection of their bid.**

## **B) COVER-2 (PRICE BID)**

**The Cover-2** shall contain the price bid in the enclosed "Schedule of Quantities & Prices" as per the format enclosed at **Schedule-A(Price Bid)**. Any clause governing the bid subject to market fluctuation is not acceptable.

- 10.2 The contracts shall be for the whole period of 11 months for deployment of Personnels as described & cleaning materials. The period may be increased by for a further period not exceeds 11 months on consent of both the parties on same Terms and conditions.
- 10.3 The Bidder shall fill in rates / prices or offers for the service charges described in the BoQ.
- 10.4 The rates and prices toward the service charges quoted by the Bidder shall be fixed for the whole duration of the service contract including extended period if given and shall not be subject to adjustment on any account.
- 10.5 The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when it is executed and shall be deemed covered by the other rates and prices in the Schedule . A Price Bid.
- 10.6 Correction, if any, shall be made by crossing out, initialing, dating and rewriting.

All applicable taxes/duties including GST as applicable and assessed on the Employer shall be paid by the Authority on submission of evidence for payment to concerned department.

## **11.0 SUBMISSIONS AND OPENING: -**

- 11.1 The bid should be submitted online at website <http://eprocure.gov.in/eprocure/app> only, by the **due date 02/05/2019 and time upto 03:00 PM**. The Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut-off date and time for submission of bids.
- 11.2 **Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered.** In case of date of opening is declared as holiday tender will be opened on next working day at same time.
- 11.3 The Authority may, in the exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 11.4 The bidder shall bear all cost associated with the preparation and submission of its bid and the Authority will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

## **12.0 BID OPENING AND EVALUATION**

### **12.0 BID OPENING**

- 12.1 The Authority/ Authority inviting Tender will open the online Technical bids received up to last date & time of submission of bid in the presence of the bidders/ bidders representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Authority, the Bids will be opened at the specified time and location on the next working day.
- 12.2 The date and time of opening of financial bids shall be informed separately to the bidders whose Technical bids are found responsive. Tenderer or their representative may choose to attend opening of online financial bids.

### **13.0 PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his/her Bid

### **14.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 14.1 During the detailed evaluation of ~~the~~ Technical Bids, the Authority will determine whether each Bid:
- (a) is accompanied by the required EMDs and Tender documents fee and;
  - (b) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the ~~the~~ Financial Bids, the responsiveness of the bids will be further determined with respect to priced ~~Schedule~~ . A Price Bid
- 14.2 A substantially responsive ~~Bid~~ is one who submits requisite EMD, Tender documents fee and other documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The Authority may contact and verify bidder's information, references and data submitted in the bid without further information to bidders. The decision of the Authority shall be final and binding in this regard.
- 14.3 If a ~~Bid~~ is not substantially responsive, it will be rejected by the Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 14.4 The Authority may waive any minor informality/non-conformity/irregularity in a bid that does not constitute material or price deviation and that does not prejudice or affect the relative ranking of any bidder as a result of evaluation.
- ### **15.0 CLARIFICATION OF TENDERS:**
- 15.1 To assist in the examination, evaluation and comparison of tenders, the Authority may ask the bidders individually for clarification of their tenders. which shall be provided with in seven day. failure which bids may be considered as unresponsive and likely to be rejected.
- 15.2 The request for clarification and their response shall be through CPP Portal but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors noticed by the Authority during the evaluation of the tenders.
- 15.3 The bidder shall promptly provide all necessary information and documents to be submitted to the Authority during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings etc. having

a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to be rejected summarily.

## **16.0 EVALUATION AND COMPARISON OF BIDS**

16.1 The Authority will evaluate and compare only the bids determined to be substantially responsive to the requirements of the tender document.

16.2 In evaluating the bids, the Authority will determine for each Bid, the evaluated Bid price by adjusting the Bid price by making correction, if any.

16.3 The bid(s) shall be evaluated based on the criteria set forth here under:

The evaluation process shall be carried out in two stages:

- i) Technical evaluation
- ii) Financial evaluation

16.4 The bidders whose Technical bid(s) are found to be technically acceptable shall be considered for further evaluation. Bid(s) not fulfilling the Technical requirement of the tender shall be considered non-responsive and rejected and Cover-2 i.e. Price Bid of such bidder shall not be opened.

16.5 The Price bid(s) of the prospective bidders, who fulfill the Technical requirement of the bid(s), shall be evaluated further. Evaluation of bid price shall be done on the basis of lowest evaluated total amount. The tender shall be awarded on single tender responsibility basis.

16.6 If the present performance of the bidder including any of the partners of the firm, in a current contract or contract executed within last 3 years was unsatisfactory 'as certified by the Client/Employer', the tender of the bidder will be summarily rejected without assigning any reason

16.7 For the purpose of evaluating the lowest evaluated bidder the quoted rates in **Schedule-A Price Bid** including service charge shall be considered.

16.8 In case of service charges of two or more bidders are same the bidder with highest average annual turnover during last three financial years ending 31<sup>st</sup> March 2017 as per Audited Balance Sheet and Profit & loss account/ CA Certificate/ Income Tax Return as submitted by the firm with their Technical bid shall be considered for evaluating the lowest bidder.

16.9 Normally the tender will be accepted of those bidders whose quoted rates are found to be lowest fulfilling the minimum wages & other mandatory liabilities etc. but NCA is not bound for such acceptance and reserves the right to accept or reject any offer without assigning any reason thereof. Bidder shall have no objection to such rights of NCA.

## **17.0 NOTIFICATION OF AWARD.**

17.1 The bidder whose bid has been accepted will be notified for the award by the Authority prior to expiry of the Bid validity period through the Letter of Intent, which will state the sum that the Authority will pay to the Contractor in consideration of the execution/completion by the Contractor as prescribed in the Contract.

17.2 The Letter of Intent will constitute the formation of the Contract until the Formal Agreement is signed.

17.3 Within Fifteen (15) days of the issue of Letter of Intent/ Notification of Award, the successful bidder shall execute the Agreement on the non-judicial stamp paper/ non-judicial e-stamp paper of requisite value as per the format enclosed with this Section. The expenses of completing and stamping the original agreement and copies shall be borne by the bidders .

The successful bidder shall attend the office of the Engineer in charge for signing of the contract agreement. The Agreement will incorporate all agreements between the Authority and the successful bidder.

**18.0** The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. The Authority shall not be responsible for non-receipt/failure of e-mail to the bidders.

**19.0** If any of the information furnished by the bidder is found to be incorrect, the Bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.

**20.0** NCA reserves the right to cancel the tender without assigning any reason thereof.

**21.0** Conditional offers are liable for rejection.

**22.0** Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.

### **23.0 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

### **24.0 SITE VISIT**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the services, and obtain all information from the Employer that may be necessary for preparing the Bid and entering in to a contract for execution of the Services. The cost of the visiting the site shall be at the Bidder's own expenses.

### **25.0 PERFORMANCE SECURITY**

25.1 As per the Letter of Intent, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10% of the contract price  
~ in the form of bank guarantee in the prescribed format or  
~ in the form of TDR duly endorsed on the reverse side with seal & signature of the agency.

25.2 If the performance security is provided by the successful Bidder in the form of unconditional format specimen, a Bank Guarantee, it shall be issued by a Nationalized Indian bank and validity of Bank Guarantee should be at least 3 months excess of contract period. If the contract period is extended then Bidder has to submit fresh Bank guarantee certificate whose validity should be at least 3 months excess of extended contract period.

25.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award of service and forfeiture of the Bid Security.

### **26.0 ASSIGNMENT OR SUB LETTING**

The Contractor shall not assign this contract to any other person or and shall sublet any portion of the service.

### **27.0 CORRUPT OR FRAUDULENT PRACTICE**

27.1 The Employer requires that Bidders/Contractor/ Agency under this contract, observe the highest standard of ethics during the execution of this contract including extended period, if any.

In pursuance of this policy, the Employer:

a) defines, for the purpose of these provisions, the terms set forth below as follows:

- i. ~~corrupt practice~~, means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract evaluation process 'or in contract execution; and
  - ii. ~~fraudulent practice~~" means a misrepresentation of facts in order to influence a) evaluation process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive level and to deprive the Employer of the benefits of free and open competition.
- b) Will reject a proposal for award of service if Authority determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in practices in competing for the contract in question.
  - c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or executing the contract.

## **SECTION II**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **A. GENERAL**

##### **1 DEFINITION**

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms Schedule of Requirement means the priced and completed Schedule of Requirement forming part of the Bid The Completion Date is the date of completion of, the Services as certified by the Employer or his nominee in accordance with Contract Data.

The **Contract** is the contract between the Employer and the Agency/Service Provider to execute, complete and provide services.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor /Agency** is a person or corporate body whose Bid to carry out the Services has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days, **months** are calendar months.

A **Defect** is any part of the Services / services not completed in accordance with the conditions of Contract and includes deficiencies.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party, viz. Chief Engineer, Narmada Control Authority who will employ the Agency/Contractor to carry out the Services.

The **Authority** means Narmada Control Authority and its authorized representative officers.

"**GCC**" means these General Conditions of Contract;

"**Party**" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

"**Personnel**" means persons hired by the Service Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

"**Service Provider**" is a person or corporate body whose Bid to provide the services has been accepted by the Employer;

"**Service Provider's Bid**" means the completed Bidding document submitted by the Service Provider to the Employer;

"**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

"**Specifications**" means the specifications of the service included in the Bidding document submitted by the Service Provider to the Employer;



**"Services"** means the work to be performed by the Service Provider pursuant to this Contract, as described in Bid document; and in the Specifications and Schedule-A Price Bid included in the Service Provider's Bid;

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Site** is the area where the agency has to provide the Providing Personnel for software development and Computer operator, deployment of manpower for Housekeeping related activities with cleaning material for NCA Office premises & Transit Camp, Indore

**Specification** means the specification of the Services included in the Contract and any modification or addition made or approved by the employer or his authorized representative of employer.

The **Start Date** is the date when the, Agency shall commence execution of the services/services and shall be the date of issuance of the service order.

**A Variation** is an instruction given by the employer or his representative which varies the services.

## 2 INTERPRETATION

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer or his nominee will provide instructions clarifying queries about the Conditions of Contract

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- a. Agreement
- b. Letter of Acceptance and notice to proceed with services
- c. Agency/Service Provider Bid
- d. Services details
- e. Special Conditions of Contract, Specification of Services, Scope of Services
- f. General Conditions of Contract
- g. Schedule of Requirement and
- h. any other documents listed in the Services Data as forming part of the Contract

## 3 LANGUAGE AND LAW

The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of services. However, the subsequent communication with the contractor can be in either Hindi or English. (Jurisdiction of court at Indore)

## 4 COMMUNICATIONS

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 5 JOINT VENTURE

Two or three companies/Agencies may jointly under take contract/contracts. Each entity would be jointly responsible for completing the task as per the contract.

## 6 PERSONNEL

6.1 The Agency shall employ personnel as per requirement to carry out the functions stated in the scope of services. The Employer will approve any proposed replacement of personnel only if

their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule or due to any complaint against the said personal.

- 6.2 If the Employer asks the Agency to remove a person who is a member of the Contractor's staff or his service force stating the reasons, the Contractor shall ensure that the person leaves the Site within two days and has no further connections with the service in the Contract.

## **7 EMPLOYER'S AND CONTRACTOR'S RISKS**

- 7.1 The Employer carries the risks which this Contract states are Employer's risks and the Contractor carries the risks which this Contract state are Contractor's risks.

### **EMPLOYER'S RISK**

- 7.2 The Employers risks are
- i. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Services.
  - ii. floods, earthquakes etc.
- b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Services, except as may be provided for in the Contract;
- c) loss or damage to the extent that it is due to the design of the Services, other than any part of the design provided by the Contractor or for which the Contractor is responsible;

## **CONTRACTOR'S RISKS**

- 7.3 All risks or loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## **8 INSURANCE**

As per Govt. directives, agency has to cover its employees under ESI scheme. In case where ESI scheme does not exist, the agency has to take up equivalent insurance cover from insurance company as per norms.

## **9 CONTRACTOR TO EXECUTE THE SERVICES**

The Contractor shall execute the services or provide services in accordance with the Specification and instructions.

## **10 THE SERVICES TO BE COMPLETED BY THE INTENDED COMPLETION DATE**

The service contract initially shall be on 11 months Contract basis which may be extended as per clause 10.2 page no. 10. The Contractor shall commence the execution of the Services Inarily on the Start Date and shall carry out the Services in accordance with the program / schedule submitted by the Contractor or provided by the employer or as updated with the approval of the Employer, during the contract period.

## **11 APPROVAL BY THE EMPLOYER**

All temporary services required for execution of services or providing services shall be got approved from the Employer or his authorized representative.

## **12 SAFETY**

The Contractor shall be responsible for the safety and security of all activities in NCA offices.

### 13 INSTRUCTIONS

The Contractor shall carry out all instructions of the employer or his nominee which comply with the applicable laws during contract period.

### 14 ARBITRATION

14.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the Executive Member, Narmada Control Authority, Indore and the award / decision given by him shall be final and binding on both the parties.

14.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.

14.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations / decision. No such recommendations/ decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.

14.4 The reference to arbitration shall proceed notwithstanding that the services shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the services. Neither party shall be entitled to suspend the services to which the dispute relates, nor shall payment to the Contractor be continued to be made as provided by the contract.

14.5 Arbitration proceedings shall be held at Narmada Control Authority, Indore

14.6 All arbitration awards shall be in writing and shall state the reasons for the award.

14.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

### 15 VARIATIONS

15.1 All variations in the quantities of services from the Schedule of Requirement shall be done only with the prior approval of the Employer.

15.2 In case of service providing contracts the duration of the services may be increased on mutual agreement.

15.3 All Variations shall be included in updated Programs produced by the Contractor.

### 16 PAYMENTS

16.1 Bills shall be prepared and submitted by the Contractor after making payment to **Providing Personnel for Web Manager ,Computer Operator and Deployment of manpower for Housekeeping related activities with cleaning material for NCA Office premises & Transit Camp, Indore,** through NEFT/RTGS or through electronic media. The bill will be submitted by contractor on monthly basis by 7<sup>th</sup> of following month.

16.2 Reimbursement for EPF, ESIC and GST will be done after submission of payment details to these Agencies.

**16.3 T.D.S:**

TDS (Tax Deduction at Source), as applicable shall be deducted from the payments made to the contractor. The TDS certificate shall be issued by NCA.

**17 SUBSEQUENT LEGISLATION**

17.1 If, after the date 28 days (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

**18 LIQUIDATED DAMAGES / PENALTY**

18.1 **If the contractor fails to provide services or provides unsatisfactory services as per the requirement of the employer for the various activities, the employer shall be at liberty to get same done from any suitable agency/organization at the risk and cost of the agency and the same shall be recoverable from the monthly bill of Agency.**

18.2 The service / services are subject to supervision of the authorized representative of Employer. If any irregularity is observed it will entail penalty as defined at %Penalty+clauses as under:

**19 PENALTY**

19.1 The employer shall release the payment to the Housekeeping personnel / computer developer/operators and supply of cleaning material as per specifications and scope of services specified in section-III. If there is any breach of this condition, the employer shall, without prejudice to its other remedies under the contract, impose / deduct penalty as per detail given in given below & as mentioned in Appendix-A.

(a) If contractor submits the bill or make payment to personnel after 7<sup>th</sup> of following month then a penalty of Rs. 50/- per day per labour may be imposed limited to 10% of wages of personnel.

(b) If contractor /Agency fails to make payment to the personnel deployed in NCA after the crossing the penalty limitation mentioned in above clause 'a' then NCA may make payment to the personnel which will deducted/adjusted against the performance security/monthly bill with penalty as mention at 'a' above.

19.2 The failure to employ adequate number of person resulting in security related issues will be considered as breach of the terms and conditions under the agreement.

19.3 If the agency fails to provide efficient and reliable personnel for unsatisfactory services and fails to improve even when so asked, the employer may consider termination of the contract.

19.4 The Employer shall have authority to disallow and deduct the salary of three days, as penalty /punishment, of any Housekeeping personnel / computer operators, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a Security personnel and shall take such other action as may be required under the circumstances.

**20 ADVANCE PAYMENT**

**20.1 No advance payment shall be paid to the contractor in any circumstances under this contract**

**21 SECURED ADVANCE**

- 21.1 No advance payment in respect of service, material and plant/equipment shall be paid, in any circumstances under this contract.

**22 PERFORMANCE SECURITY**

- 22.1 As per letter of intent from the Purchaser the successful Bidder shall furnish the performance security as a percentage of the contract price that shall be ten percent (10%) of the Bid Price in any of the form given below:
- a. In the form of bank guarantee issued by any nationalized bank in accordance with the form provided in the Bidding documents at Annexure-I, or in another form acceptable to the Purchaser. or
  - b. In the shape of TDR. In case of TDR, The Agency must put his seal & signature on the reverse side of TDR.
- 22.2 Failure of the successful Bidder to comply with the requirement of clause 30.1 of this section shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the employer may make the award to the next lowest Bidder or call for new sealed Bid.
- 22.3 The performance security will be as follows:
- a. Performance security is for the purpose of securing proper performance of obligation of the contractor/ agency under this contract. The performance security shall be forfeited in the event of termination of contract by the employer for reason of breach of contract by the agency or in case the termination is owing to the fact that imposed liquidated damages has reached to maximum.
  - b. The amount of performance security as a percentage of the contract price shall be ten (10%) percent of the Bid Price in the currency of the Bid price.
  - c. The validity of Performance Security shall be three months excess of Eleven (11) month from the issuance of service order and execution of agreement.
  - d. The performance security shall be released after 28 days of completion of contract period and upon submission of claim by the agency and issuance of no dues certificate by the officer in charge of the employer.
  - e. Payment of all dues of personals including EPF details statements/ Withdrawal of EPF by personnel.

**D. FINISHING THE CONTRACT.**

**23 COMPLETION / TAKING OVER**

- 23.1 The Employer shall take over the Site / equipments etc. as the case may be and the Services within 24 hours days of Completion of the contract.

**24 FINAL ACCOUNT**

- 24.1 The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract. The Employer or his nominee shall issue a no dues Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction. If the Final Account is still unsatisfactory after it has been resubmitted the Employer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 30 days of receiving the contractor's revised account.

**25 TERMINATION**

- 25.1 The Employer may terminate the Contract to give one month notice if the agency causes fundamental breach of the Contract.

- 25.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- a. The Contractor stops service for 7 days when no stoppage of service is shown on Program and the stoppage has not been authorized by the Employer.
  - b. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - c. The Employer or his nominee gives Notice that failure to correct a particular defect / unsatisfied services and the Contractor fails to correct it within a period of time determined by the Employer.
  - d. The Contractor does not maintain proper services which is required.
  - e. The Contractor has failed to provide the adequate personnel to perform the services from by the number of days for which maximum amount of liquidated damages can be imposed / or delay / stop the execution of services which affects the Housekeeping related activities of Narmada Sadan premises.
  - f. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 25.3 If the Contract is terminated the Contractor shall stop service immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 25.4 In the event of termination by the employer, the performance security of the agency shall be forfeited and balance period Housekeeping services contract shall be undertaken at the risk and cost of the agency, till the new contract will be executed.
- 25.5 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the Authority will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

## **OBLIGATIONS OF THE SERVICE PROVIDER**

### **26 LABOUR**

- 26.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall deliver to the employer a return in detail, in such form and at such intervals as the employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the service place and such other information as the employer may require.
- 26.2 The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests.

### **27 COMPLIANCE WITH LABOUR REGULATIONS:**

- 27.1 During continuance of the contract, the Contractor shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable given below. Complying with all relevant rules /regulations /Act etc. applicable to the work, will be the sole responsibility of the Contractor without any extra financial implication to the NCA.

**The personnel deployed by the agency shall remain the employee of contractor.**

The contractor shall abide by all statutory requirements and laws as applicable in this Tender as per list given below, but not limited to

- (i) Minimum Wages for Eight Hours per day through the NEFT/RTGS/Other electronic media.
- (ii) Provision for Weekly Rest
- (iii) EPF @ 13.36% of minimum wages only.
- (iv) ESI @ 4.75% minimum wages only.
- (v) Other administrative plus incidentals as applicable as per norms of EPF/ ESI
- (vi) The contractor shall submit Form 5 duly endorsed by EPF office within one week from the date of issue of Letter of Indent/the date of change in deployment of workers. The contractor shall also submit quarterly statement of EPF contribution (Form 3A/ 6A) duly endorsed by EPF office
- (vii) The Contractor have to provide monthly salary slips to its each employee indicating all details including EPF/ESI.

**SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE:**

- a) Servicemen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable 'to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus servicers @ 12%/8.33%. The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death, as the Case may be.
  - ii. Deposit linked insurance on the death in harness of the servicer.
  - iii. payment of P.F accumulation on retirement/death etc.
- d) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or 'more contract labour.
- e) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by Government of India, Ministry of Labour as per provisions of the Act.
- f) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the servicers.
- g) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for service of equal nature to Male and Female servicers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- h) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees.
- i) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes.
- j) Provision of GST . The service Provider/Agency should be registered with GST as per provision under GST Rule and they should follow GST Rule & Regulation accordingly.

### SECTION III

## **SPECIFICATION OF SERVICES, SCOPE & SPECIAL CONDITION OF THE CONTRACT**

#### **1 AREA OF SCOPE**

- 1.1 Narmada Control Authority requires appointing a Service Providing Agency/contractor , herein after called %Agency / Contractor for Providing Personnel for software development and Computer operator, deployment of manpower for Housekeeping related activities with cleaning material for NCA Office premises & Transit Camp, Indore. Detail of area & place of service is given at Appendix-B.
- 1.2 The duration of this Contract shall be for a period of 11 months w.e.f the commencement of the contract. The period of contract may be further extended on mutual consent on the same terms & conditions for another term of 11 months depending upon the performance of agency and at the sole discretion of the Authority. The contract can be terminated on one month's notice at the sole discretion of the Authority.

#### **2 SCOPE AND DESCRIPTION OF WORK**

- 2.1 The Agency shall be entirely responsible for providing efficient and reliable Personnel for software development, computer operator, Housekeeping work & making available cleaning materials for housekeeping works of premises of Narmada Sadan & Transit Camp etc. The agency/contractor shall perform the services as per the provisions and guide lines as stipulated under law and shall deploy personnels accordingly.
- 2.2 **The Agency shall be entirely responsible to ensure that only deployed Persons enter in the Premises and maintain the record for the same.**
- 2.3 The Agency shall be entirely responsible and ensure that only persons authorized by the Owner are allowed to operate/repair/maintain the building/ equipments at the Premises and that no such equipment, machinery or any part thereof any property is removed out of the Premises except with written Permission of the Owner.
- 2.4 The Contractor shall employ only such efficient and reliable personnel as per details given below
- 2.4.1
- (a) **Web Manager ( IT/ Web Manager) (Highly Skilled Category) – He should be Graduate and one year diploma in computers and having experience of software development.**
  - (b) **Computer Operator (Skilled Category)**
    - (i) **He should be at least 12<sup>th</sup> pass and Skill in computer typing & data entry and knowledge of computer operation etc.**
    - (ii) **Candidate must have knowledge of English/ Hindi typing in computer.**
    - (iii) **Must have experience of computer operator work at least 2 years.**
    - (iv) **Must have knowledge of Office Assistant work.**
  - (c) **Unskilled personnel for cleaning /sweeping and other allied works.**
    - (i) **They should be able to understand the Agency/ requirements of Narmada Sadan & Transit camp in Scheme No. 74, Block B**
    - (ii) **They should be able to protect the assets of Narmada Sadan & Narmada Colony and also make entry of material.**
    - (iii) **They should be physically fit and active.**
- 2.6 The Agency shall execute the service and discharge their obligations to the entire satisfaction of the Employer and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.
- 2.7 The Agency shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the appropriate authorities.



### 3 PERSONNEL REQUIREMENT

- 3.1 The Agency shall be entirely responsible for providing efficient and reliable services.
- 3.2 The Agency shall deploy only the eligible persons who are with proper certificates to work as mention in the Colum of post.
- 3.3 The Contractor shall submit to the Authority a list of personnel employed by them along with the proof of their being eligible persons in the following format along with recent passport size photographs of the personnel within seven days of issue of letter of award. In case of any replacement, the agency shall intimate the employer, immediately.
- i) Name & Duty Assigned.
  - ii) Date of Birth.
  - iii) Fathers Name
  - iv) Present Address & telephone No.
  - v) ID proof.
  - vi) Police verification report
- 3.4 The Contractor shall immediately remove and replace any personnel deployed on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a Security personnel and shall take such other action as may be required under the circumstances and any violation of this condition may result into cancellation of agreement.
- 3.5 The contractor shall issue an Identity Card duly signed with seal to the personnel to be deployed within a week from the date of deployment, which they will carry while on duty. The cost of Identity Card and photograph shall be borne by the Contractor.
- 3.6 The employer shall not in any manner be responsible for any act, negligence, default, omission of any personnel engaged by the Contractor and no claim in this respect will lie against the employer. However, if any such claim is made against the employer, the agency shall indemnify / reimburse the employer against all the money paid and expenses incurred by the employer.
- 3.7 The contractor shall have to provide uninterrupted contractual services of below mentioned staff. The Numbers of staff may increase or decrease at the discretion of Authority.

S.No.	Name of Post	Requirement
1.	Deployment of Web Manager (IT/Web Manager) for website uploading/updating e-governance e-tendering GEM related activities accounting and other software etc. as per direction of engineering in-charge.	1 Nos.
2.	Computer Operator(Computer Operator cum typist for day to day office work with preparations of estimates, statements, having knowledge of accounting software, preparation of accounting reports on computers and should be aware with the procedure of central government working etc. and all other relevancy services etc. complete as per the direction of Engineer in Charge).	1 Nos.
3.	Unskilled Personnel for sweeping, cleaning and other miscellaneous work assigned time to time in Narmada Sadan and Transit Camp premises, NCA, Indore and other works as per the direction of Engineer in Charge. (Total 04 personnel)	4 Nos.
	Total	6 Nos.

#### 4. UNIFORM

- 4.1 The Contractor/ agency shall provide and ensure that the personnel employed by them wear proper uniform as prescribed by the Contractor and shall ensure that the personnel are smartly turned out at all times.
- 4.2 The Contractor shall provide and ensure all such amenities/implements/kit to the personnel as are required for a smooth and efficient execution of the duties.

**Note** : *No additional payment for uniform or other amenities/implements/kits etc. will be given by the Authority. The bidders may include these charges in service charges.*

#### 5. COMMENCEMENT & COMPLETION OF SERVICE

The Agency will commence service within 7 days from the date of signing of agreement. The initial service contract shall be for a period of 11 months. The contract period may be extended on mutual agreement for agreed period limited to another 11 months without any additional financial liabilities (minimum two times) .

#### 6.0 CONTRACT PERIOD: -

The period of contract shall be **eleven months** from the date of issue of Letter of Award or as mentioned in the Letter of Award.

#### ENGINEER-IN-CHARGE:

**Director (Civil)** or his authorized representative shall be the Engineer-in-charge for the contract. Contractor or his representative, who is in-charge of the arrangement, shall visit the office of Engineer-in-charge at least ones a week, for taking instructions. The details of contact person along with his contact phone No./ Mobile No. will have to be provided to the Officer-in-Charge within 15 days after award of work. In case of the failure of the above, the Officer-In-Charge shall have right to take appropriate action.

#### 7.0 CHANGE / TRANSFER OF PERSONNEL:

In the event of change or transfer of personnel, contractor shall intimate before the change to the Engineer-in-charge about the same and shall submit the particulars regarding new person to be deployed in his place to the Engineer-in-charge before deployment of new personnel. Without intimation if person is changed then a penalty can be imposed by the Authority

#### 8.0 CONTRACT AGREEMENT:

The contractor and the Authority shall enter into a contract agreement on non-judicial stamp paper of 0.25% of contract value in this regard within fifteen days from the date of issue of Letter of Award of work as per proforma enclosed with the Tender Documents as **Annexure-IV**.

#### 9.0 QUALITY OF SERVICE

It will be the responsibility of the contractor to maintain the cleanness in the premises of Narmada Sadan and Transit Camp.

**In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the employer, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the Contractor on the instruction of the employer.**

The employer shall impose a penalty in accordance with clause 19 of GCC.

## 10.0 EPF and ESI

As per the Government directives, it is pertinent to mention that the agency should deposit of Employer's contribution to concerned Authority, every month, as per the norms. It will be sole responsibility of the agency. NCA shall not be responsible for any claims in this regard.

Any agency that deployed manpower for performing their contract in NCA in the past, has to submit the EPF details of the individuals for the last 5 years failing which his tender may not be considered.

## 11.0 INSURANCE

The Contractor/Agency shall also provide the benefits to the staff engaged by him under the Social Welfare Legislation Act like Workman's Compensation, insurance or necessary medical attendance for the personnel where ESIC facility is not available etc. The insurance policies covering all the deployed employees of the agency in NCA for the workman's compensation, medical for the following amount.

1	Workman's compensation	-	Rs. 1.0 Lac per employee/workman where ESIC facility is not available
2	ESIC	-	For employee/workman where ESIC facilities available

NCA shall not be responsible for any claims of personnel engaged by the contractor for Housekeeping related activities Narmada Sadan and Transit Camp, NCA, Indore.

## 12.0 WAGES

The Agency shall be solely liable to pay the wages at least the prevailing minimum wages of Chief Labour Commissioner, Ministry of Labour & employment, Government of India, as per their applicable category and shall be liable to extend applicable statutory benefits to them. Employer shall not bear any responsibility & liability in this regard. However, if rate revised then reimbursement of increased wages will be paid by Authority.

## 13. TERMS OF PAYMENTS

- 13.1 No mobilization advance and secured advance will be paid.
- 13.2 Bill should be prepared and submitted by the agency in two copies along with the attendance sheet duly verified by the officer in-charge on monthly basis and along with payment receipt.
- 13.3 The agency shall maintain proper account of payments including statutory benefit being given to the security personnels engaged in the Authority.
- 13.4 Agency shall also submit the proof of payments made through NEFT / RTGS or other electronic media.
- 13.5 That the Contractor shall deposit GST, EPF as well as ESI contribution and submit the copies of the Challan/returns of previous month along with running monthly bill for reimbursement.
- 13.6 The agency shall make payment of wages to the security guards personnels engaged in the authority by 7<sup>th</sup> of every month through NEFT/RTGS/other electronic media. If the Agency fails to pay within stipulated time then NCA may make the payment to Agency/ Personnels/ Computer Operators and deduct the same from their bills with a penalty of Rs. 200/- per day of delay payment to the extent of 10% of bill amount.
- 13.7 The Agency shall submit the EPF details of each personnel on quarterly basis. The agency shall also submit the EPF A/c No., photocopy of ESIC card and other details of each personnel in the first week of following month of starting of contract.

## 14.0 SERVICE CHARGES

**The agency shall offer their rates for services as per Schedule-A of bid price on percentage basis by taking into account all his statutory liabilities, profit, dress & kit charges, income tax and any other taxes or duty to be paid by the agency for rendering the services under contract. NCA shall have no liability and responsibility to pay any**

**amount to agency or its employees over and above the rates quoted by agency in the schedule -A of requirement. "If a firm/Agency quotes 'Nil' charges / consideration, the bid shall be treated as unresponsive and will not be considered.**

**15.0 SAFETY MEASURE**

The Agency shall abide the safety measures to perform the Housekeeping and other allied services as per labour laws and norm prescribed by the concern authority.

**Narmada Control Authority**  
**Regional Office, Indore**

**SCHEDULE-A**

**PRICE BID**

**Providing Personnel for Web Manager ,Computer Operator and Deployment of manpower for Housekeeping related activities with cleaning material for NCA Office premises & Transit Camp, Indore.**

Name of bidder Company / Firm / Agency: \_\_\_\_\_

Sl. No	Brief Description of Personnels to be Deployed	For offices	For Colony	Total Qty.	Rate per person per month	Total Amount
a)	Deployment of Web Manager for website uploading / updating e-governance e-tendering GEM related activities accounting and other software etc. as per direction of engineering in-charge.	1	-	1 x 11	17,654/- Minimum wages as amended from time to time.	
b)	Computer Operator cum typist for day to day office work with preparations of estimates, statements, having knowledge of preparation reports on computers and should be aware with the procedure of central government working etc. and all other relevant services etc. complete as per the direction of Engineer in Charge.	1	-	1 x 11	16,042/- Minimum wages as amended from time to time.	
c)	Unskilled personnel for sweeping, cleaning and other miscellaneous work assigned time to time in Narmada Sadan and Transit Camp premises, NCA, Indore and other works as per the direction of Engineer in Charge. (Total 04 personnel) as mentioned in Clause 3.7 of Section-III	4	-	4 x 11	12116/- Minimum wages as amended from time to time.	
<b>SUB TOTAL of 1 (a to b)</b>						
2.	EPF and ESI as per GoI					
3.	GST as applicable as per GoI					
4.	Service charges in percentage on basic wages of Item No. 1 excluding EPF, ESI and GST					
<b>B.</b>	<b>Supply of cleaning material</b>					
1.	Lump-Sum monthly rate for supply of cleaning material as per Appendix-5C including GST.					
	<b>Total</b>					

- 1) The bidder shall be required to quote service charges in percent of Sub-total of 1 (a to b). For item no. 2 & 3 amount will be reimbursed after making payment to the concerned Authorities by the Agency. The rate given above is for full month per person as per Ministry of Labour, Govt. of India Minimum Wages Rate. The personnel should be given weekly off as applicable as per Labour Act.. The rate quoted by Contractor/Agency for service charges on basic wages of item no. 1 in percentage excluding EPF, ESI and GST.
2. It is mandatory that the bidder shall make payments to the security personnel through NEFT/ RTGS or other electronic media only and submit the bills in duplicate to NCA for making payment. In case, in any emergency, if it is required to pay the wages by any other mode of payment, the contractor/Agency shall submit a request in writing to that effect to take approval from the Chief Engineer. The wages should be paid to the personnel before 7<sup>th</sup> of every month without fail as per GOI based minimum wages published by Ministry of labour from time to time. **If the lowest bidder quoted Nil charges over and above the minimum wages the bid shall be treated as unresponsive and will not be considered.**
- 3) The payment shall be made in next month for previous month only on the basis of duties performed by personnel & cleaning material supplied.

Signature of Authorized person of the Agency

Date:

Name:

Place:

Seal :

**Appendix – A**

**Rate of Penalty in case of Non performance/ Part performance/ Under performance of activities.**

**Daily Activities**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate of Penalty</b>
(A)	<b>Non Dusting</b>		
	Room & Accessories	each	Rs. 25.00
	Stair case	Per floor	Rs. 50.00
	Corridor	Per floor	Rs. 50.00
(B)	<b>Non Sweeping &amp; Moping</b>		
	Room	each	Rs. 50.00
	Stair case	Per floor	Rs. 100.00
	Corridor	Per floor	Rs. 100.00
	Parking Area	each	Rs. 150.00
	Water cooler Area	each	Rs. 25.00
	Toilet Cleaning	each	Rs. 25.00
(C)	<b>Non Emptying, Cleaning &amp; Keeping back Dustbins on their respective places.</b>		
	Small	each	Rs. 5.00
	Big	each	Rs. 10.00
(D)	<b>Non watering of plants &amp; Garden</b>	Per day	Rs. 100.00
(E)	<b>Non Attending of Complains related to Plumber/ Carpenter &amp; Electrician</b>		
	For Emergency Complains	Per Complaint	Rs. 100
	For General Complains	Per Complaint	Rs. 50.00
(F)	<b>In case of Non Supply/ Short Supply of Sanitary Items @ designated places.</b>	each	as per Market rate of particular items
(G)	<b>Non Turning up for whole day.</b>	Per day	Rs. 1500.00

**Weekly Cleaning**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate of Penalty</b>
1.	<b>Non Cleaning of Fans, Light fittings, Side racks, Wall panel, Doors windows &amp; Water coolers.</b>	Per floor	Rs. 400.00
2.	<b>Non Trimming of Plants, Grass cutting &amp; Maintain of Garden.</b>	Per week	Rs. 200.00
3.	<b>Non Washing of Parking Area.</b>	Per week	Rs. 100.00
4.	<b>Non cleaning of inner side of glass panels of windows.</b>	Per floor Fully Partly	Rs. 200.00 Rs. 100.00

**Monthly Cleaning**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate of Penalty</b>
1.	<b>Non cleaning of fountain area&amp; fountains Nozzles.</b>	Per job	Rs. 100.00
2.	<b>Non Brushing &amp; Cleaning of urinal sensor jets.</b>	Per unit	Rs. 25.00
3.	<b>Non cleaning of windows &amp; glazing from inner side&amp; in ground floor outer side also.</b>	Per job Fully Partly	Rs. 1000.00 Rs. 500.00

**Tri-monthly Cleaning**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Rate of Penalty</b>
1.	<b>Removing of beehives and smearing of preventive chemicals.</b>	Per hipe	Rs. 200.00



**Appendix - B**

**Narmada Control Authority**

-Narmada Sadanø Block-B, Scheme No. 74, Vijay Nagar, Indore

AREA & PLACE WHERE SERVICES ARE REQUIRED.

- 1.1.0 Entire Narmada Sadan Bldg office complex including toilets, landing, staircase from Ground floor to 3rd floor & terrace.
- 1.1.1 Outer surface of building, including glass windows, signboards on building side, roof.
- 1.1.2 Entire premises of Narmada Sadan Building including Transit camp.
- 1.1.3 Including parking space, garden.
- 1.1.4 Operation and maintenance of electrical supply points fitting etc of the above offices/Transit camp.

1.0 **GENERAL TERMS AND CONDITIONS FOR MAINTENANCE SERVICE CONTRACT**

- 2.1.0 Quality of service will be the essence of the contract. Joint inspection by nominated representatives of NCA. Indore and the maintenance contractor may hold to inspect services rendered by the Contractor time to time (at least twice a week).
- 2.1.1 If any deficiency is noticed by the representative of NCA, it shall be rectified immediately.
- 2.1.2 **NCA shall Make Payment of monthly charges.**
- 2.2.0 The Sweeper/ Cleaners deployed by the contractor on duty of NCA, office premises, shall wear clean uniforms to be provided by the contractor. Rubber soled shoes and not Chappals /Sandals, shall form part of the uniform.
- 2.2.1 While on duty, personnel deployed by the contractor shall wear Identity Card bearing their photographs, to be provided by the contractor at his cost. In case any Casual person is deployed for duty or the contractor has changed any person originally deployed, such changes shall be intimated to NCA in writing.
- 2.2.2 No employee of the contractor shall be allowed to remain in the office premises after his duty hours.
- 2.3.0 All the above services and any other allied work may be entrusted to the personnel from time to time by NCA are to be rendered without causing any hindrance or disturbance to the persons/NCA staff working before, during and after the normal working hours and shall be carried out effectively and in consonance or conforming with the standards of NCA.
- 2.3.1 Cost of all materials used in polishing, dusting, sweeping cleaning, spraying of room freshner, insecticides etc. of the premises, furnitureø and fixtures etc. and also the cost of all toiletry items indicated such as Soap Cakes, Liquid Soap, Toilet Paper Rolls, Acid, Phenyls, Naphthalene Balls etc. for use in the toilets are included in the lump sum charges under B of price bid of the contract and no extra amount for these items will be admissible to the contractor.
- 2.3.2 The maintenance Agency/ contractor will maintain sufficient stock of consumables items for rendering the above services.

3.0 **RESPONSIBILITY OF MAINTENANCE CONTRACTOR FOR STAFF.**

3.1.0 The maintenance contractor will ensure disbursement of monthly wages to his workers by 7<sup>th</sup> day of the succeeding month.

The contractor shall be solely responsible for the payment of all salaries, remuneration and/or other dues or other emoluments whatsoever to which such personel will be entitled by contract or otherwise or under any law for the time being in force or which may come in force during the period this offer is noted.

3.1.1 That the maintenance contractor undertakes to precede the services set out above efficiently and agrees to appoint and rendering of the services to be rendered.

3.1.2 The personnel employed by the maintenance contractor for rendering the contracted services will be in his pay roll and shall receive from the contractor the instructions for the duties to be carried out by them and for the effective discharge thereof to implement the aforesaid duties or discharge of the said obligations of the contractor. Further the personnel/ menials or other representatives of the contractor shall not indulge in any misbehavior / argument with employee of NCA. The contractor will be fully responsible to ensure proper behavior of his staff.

3.1.3 NCA shall have the right to search the persons of Agency/contractorø employees while going out of the office premises and there shall be no cause of grouse on this account either by the contractor or his employee. The contractor shall be responsible to NCA, for any loss or otherwise and the contractor shall reimburse to NCA, the value of such property on demand made on this behalf.

3.1.4 The Agency/contractor shall at its cost shall effect, if required under any statutory obligations, necessary insurance in respect of the said personnel/menials and other personnel or persons to be employed or engaged by the contractor in connection with rendering of the aforesaid services to NCA, and shall comply with the provision of shops and Establishment Act including contract Labours (Regulation and Abolition) Act; Employees State Insurance Act; workmen Compensation Act; payment of wages Act; The Employees Provident Fund (and pension Fund Act; 1952 Bonus Act; if applicable and / or any other rules, regulations and / or statutes that may be applicable to them and shall keep NCA indemnified that may be of omission/Commission, fault, breaches and any claims, demands, liabilities, action, proceedings, cost charges loss, injury as a result of the contractorø failure to fulfill any of its enactments, rules, regulation and /or under the said acts, or rules, regulations and or statutes framed there under or any of them.

3.1.5 That all the personnel, to be so appointed by Agency/contractor for the purpose of rendering the aforesaid services will be appointed by the contractor on being satisfied of their being physically fit, experienced and qualified for renderance of such services. In case, such personnel is not found to be medically fit by during the course of his employment by the contractor, the contractor shall not employ or engage them and NCA shall have the right to refuse admission to such personnel into the office premises. In such case Agency/contractor should immediately provide a substitute.

3.1.6 That all the services shall be available to NCA on six days a week (including Saturdays) during the specified hours .

3.1.7 Web Manager& Computer Operator cum typist for day to day office work with NCA website uploading/ updating, e-procurement, e-tendering, preparations of estimates, statements, having knowledge of accounting software, preparation of accounting reports on computers and should be aware with the procedure of central government working etc. and

all other relevant services, knowledge of Government marketing sites etc. complete as per the direction of Engineer in Charge.

#### 4.0 **SECURITY DEPOSIT**

4.1.0 On or before the execution of the present contract, the Agency/ contractor shall deposit with NCA an amount of 10% of contract price as security deposit which may at the option of NCA be forfeited in the event of the contractor's failure to fulfill its obligation and the security deposit unless so forfeited and subject to provision hereinafter mentioned shall be refunded by NCA to the contractor on the expiration of the contract & clearance of all dues of personnel engaged by the Agency/ contractor. No interest shall be accrued on the security deposit from the accounts of NCA.

4.1.1 It is distinctly understood that NCA shall be entitled to appropriate all its dues and/or expenses that will be due and payable by the contractor to NCA under the terms hereof and/or as a result to NCA suffering or incurring any damages and/or extra expenses by employing any other contractor or persons for rendering the aforesaid services to NCA consequent on the failure of the contractor to discharge the said services and /or any part of parts thereof to the satisfaction of NCA, without prejudice to any of NCA's rights to take any other action against rights the contractor for damage and/or claims under the law and/or as provided hereunder :

#### 5.0 **FACILITIES TO BE MADE AVAILABLE BY NCA.**

5.1.0 That NCA will provide to the Agency/ contractor space purely on a revocable license basis to store the materials and other goods required to be used or utilize by the contractor for rendering the aforesaid services to NCA and the contractor shall peacefully vacate the same space on termination of the contact by afflation of time or otherwise.

5.1.1 NCA, shall permit the Agency/ contractor to consume free of charge water and electricity supplied by it for rendering of services contracted for NCA, however not be liable for accidental breakdown in such supply. Non availability of water from the supply line shall not however absolve the contractor of his responsibility for rendering the services contracted relating to operation requiring supply of water.

5.1.2 The Agency/ contractor should deploy adequate Cleaners / Sweepers to render the required services, with a view to ensure that office is kept absolutely neat and clean in proper working condition :

5.1.3 In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day work in accordance with the schedule of services on any day or part of the day, then NCA, would be entitled to be compensated as the case may be. Before deciding the quantum of compensation, NCA may give notice to agency. The decision of NCA as regards the quantum of compensation will be final.

## Narmada Control Authority

-Narmada Sadanø Block-B, Scheme No. 74, Vijay Nagar, Indore

### SERVICES REQUIRED

S. No.	Daily Activities	Weekly Activities	Bi-weekly Activities	Monthly
1.	Proper and effective dusting, sweeping & mopping of rooms staircases, reception area, porch, corridors, parking areas and toilets of office, Transit camp & outside of Narmada Sadan/Tansit Camp.	Proper and effective cleaning of wooden panels, partitions, models, panels, including glasses (outer & inner), inner & outer sides of windows and gates glass panels, steel racks and walls, skirting & staircases etc. to make stain and dust free & cleaning of door mats.	Proper and effective cleaning of rolling shutters, collapsible gates & cleaning of outer side of window glass panels with secured procedures and protective guards and tools.	Removing of beehives and smearing of preventive chemicals.
2.	Waste paper Basket cleaning, washing and keeping them back on their respective tables/places & disposal of garbage including loading in IMC collection vehicles.	Flower pots / vases, other objects, desk calendars, pen stands emergency lights, fire fighting equipments, other machines / objects / equipments, etc., kept in the office premises.	Cleaning of fountain area & fountains Nozzles.	Cleaning of internal drain near front boundary wall of Narmada Sadan.
3.	Spraying of Air Fresheners in the officersøroom, lift, corridors, reception area.	Thorough cleaning of all laminated surfaces, in side window glasses, Fans, Light fittings, Venetian blinds. Outer surface of computer hardware including CPUs, Servers, printers, Monitors, Key Boards, etc. to be wiped with a dry cloth , so as to keep them dust free and spraying of insecticides in rooms/ common places, parking area, gardens etc.	Brushing & Cleaning of urinal sensors jets.	
4.	Furniture to be dusted, wiped and effectively cleaned including upholstery,	Thorough cleaning of water coolers, photocopiers, fax machines, refrigerators		

	Table tops & telephones.			
5.	-	Washing of Parking area and open space (Twice a week)		

➤ **The Daily activities to be performed in two shifts from 08.00 am to 12.30 pm & 01.30pm to 05.30 pm.**

**Lunch break 01.30 pm to 02.30 pm**

➤ **Corridors and other common places to be cleaned again between 01.30 to 02.30 PM.**

### **TOILETS**

The contractor will be required to maintain all the toilets in absolute neat and clean condition at all times by washing, cleaning, swabbing before opening of the office and during office hrs. Besides other jobs, following will be ensured;

1. Soap: Liquid Soap to be kept in containers at all times.
2. Air Freshener; Toilets to be sprayed with Air Freshener daily.
3. Flush clean; To be provided in all the cisterns to work at all the times of flushing.
4. Odonil (Big Size); to be provided in all the WC, Urinals etc. at all the times.
5. Sanitary Cubes; Sufficient no. of sanitary cubes to be provided in the urinals at all times.
6. Toilet paper; Good quality paper rolls to be provided in officers toilets to be available at all times.
7. Agency/ Contractor shall ensure that Urinals, WCs, floors, Sanitary Fittings, wash Basins, Soap containers, water Taps, Water Buckets, Mugs etc. are kept absolutely clean throughout the above period. They will also ensure that, soap, toilet paper rolls, sanitary cubes, odonil, etc. are replaced regularly. They will also initiate action to ensure that all plumbing fixtures are in good working condition.
8. Spray of insecticides for prevention of mosquitoes.

**B. Removal of disposed paper, other waste materials from the building every day.**

Other waste material generated will be suitably disposed of by the contractor in accordance with the rules and regulations/procedures, laws framed in this regard by the concerned Local Authorities.

**C. GENERAL**

The above schedule of services is not exhaustive. The contractor shall be bound to do any or all other jobs, in his own initiative whether assigned by NCA or not, so as to maintain the office and transit camp absolutely clean and ensure that all are in proper working condition. No extra payment will be made for such extra services, as and when required.

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**APPENDIX-C**

**MATERIALS (II) FOR THE YEAR 2019-20**

क्रमांक	सामग्री	इकाई	मात्रा
1.	फुल झाडू	नग	15
2.	सीक झाडू	नग	10
3.	हॉरपिक	नग	10
4.	ओडोनिल	नग	20
5.	फिनाइल गोली	कि.ग्रा.	2
6.	फिनाइल	लीटर	20
7.	एसीड	लीटर	20
8.	निरमा	कि.ग्रा.	8
9.	रस्सी पोछा	नग	3
10.	रस्सी पोछा डंडे वाला	नग	2
11.	वाईपर	नग	5
12.	हाथपोछा	नग	20
13.	टाइलेट साबुन	नग	20
14.	टाइलेट ब्रश	नग	5
15.	नायलान ब्रश	नग	10
16.	जाला झाडू	नग	5
17.	कॉलीन	नग	10
18.	रुम फ्रेसनर	नग	20
19.	डस्टर	नग	20
20.	आलआऊट रिफिल	नग	20
21.	डस्टबिन छोटी	नग	5
22.	साबुन	नग	60
23.	वीम बार	नग	5
24.	स्क्रबर नाइलोन	नग	5
25.	क्लीनींग केमीकल	लिटर	5

**Tech1**

**INFORMATION REGARDING EXPERIENCE IN SIMILAR SERVICES**

S. NO.	DETAILS OF CLIENTS	DESCRIPTION OF SERVICES EXECUTED	DURATION	CONTACT NOS & ADDRESS OF CLIENT	NO OF HOUSEKEEPING/ COMPUTER OPERATOR PERSONNEL DEPLOYED	VALUE OF CONTRACT	STATUS OF CONTRACT

**Note :** Copy of work order/completion certificate etc. should also be attached.

Place

Signature of Authorized Signatory

Date

Seal

(Can be used as Separate Sheet)



**Tech 2**

**FINANCIAL STATUS OF ORGANISATION**

1. Name of Firm/Organization & Address (With Phone No.) :
2. Bankers (Name and Postal address Tel. No.) :
3. Capital
  - 3.3.1 Authorized :
  - 3.3.2 Issued, subscribed and Paid up :
4. Financial turnover of firm/ organisation (For last 3 years only)

Year	2016-17	2017-18	2018-19	Average Turnover
Turnover (Rs. In Lakh)				

(Note: Attach Supporting Documents)

5. Audited Balance sheets and Profit and loss a/c : along with schedule forming part of it for the last 3 years
6. Have you been declared bankrupt? If so please : Give details separately.

Place  
Date

Signature of Authorized Signatory  
Seal

**ANNEXURE-I**

**BID FORM**

Date:

To,  
The Director (Civil),  
Regional Office,  
Narmada Control Authority,  
Narmada Sadan, Block B,  
Scheme No. 74, Vijay Nagar  
Indore. 452010

**Sub:** **Acceptance in respect of Terms & Conditions of Tender document** Providing Personnel for Housekeeping related activities and Computer Operators for NCA, Indore

**Ref:** NIT No. NCA/ROI/Housekeeping//2019/6 .dated 18/04/2019

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned Tender/Work from the web site [www.eprocure.gov.in](http://www.eprocure.gov.in).
2. I/We hereby certify that I/we have read all the terms and conditions of tender (including all annexure(s), schedule(s), drawing(s), etc.), which shall form part of the contract agreement and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/ Authority too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your department/ Authority shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. I/ We confirm that before submitting this Bid, I/ We have visited the Project site and fully acquainted ourselves with the site conditions and local situation regarding materials, required for inspection and rectification, labour and all other factors pertaining to the work under this Bid.
7. I/ We confirm that our bid shall be valid upto **120** days from the date of opening of Cover-1, Technical Bid.
8. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures and Forms and additional data etc. furnished herewith are true and correct.
9. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
10. Until a formal contract is prepared and executed, this bid, together with your notification of award, will constitute a binding contract between us.
11. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
12. I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents.

**Seal and Sign of  
Bidders**

**Name:**

**Address:**

**Contact No.:**

**ANNEXURE – II**

**ELECTRONIC CLEARING SERVICES (CREDIT CLEARING)  
(PAYMENT TO PARTIES THROUGH ECS/RTGS/EFT/Net Banking)**

--

1	PARTY'S NAME	:-----																			
	ADDRESS	:-----																			
		:-----																			
	E-Mail ID	:-----																			
	PHONE/MOBILE NO.	:-----																			
2	PARTICULARS OF BANK ACCOUNT																				
	A. BANK NAME	:-----																			
	B. BRANCH NAME	:-----																			
	BRANCH CODE	:-----																			
	ADDRESS	:-----																			
	TELEPHONE NO.	:-----																			
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (MICR Code) Encl. A copy of cancelled cheque for record & correctness of code number	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>																			
	D. IFSC Code of the Beneficiary Bank	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>																			
	E. ACCOUNT TYPE (S.B. Account/ Current Account or Cash Credit)	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>																			
	F. BANK ACCOUNT NO. OF THE PARTY	:-----																			

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Company / Authority responsible.

**I agree to bear bank charges for transaction through ECS/NEFT/RTGS.**

Date : \_\_\_\_\_  
 Certified that the particulars furnished above are correct as per our records. \_\_\_\_\_  
 Signature of the Party

(Bank's Stamp)  
 (õ õ õ õ õ õ õ õ õ õ õ ..)  
 Signature of the Authorized Official From the Bank

**DECLARATION**

We hereby declare that, we have not been banned/de-listed/black listed from business by any PSU or Govt Department during the last three years.

(.....)  
**Seal and Signature of the  
 Authorized representative of the Company.**

**ANNEXURE-III**

**PERFORMANCE SECURITY**

Date:

To

**The Director (Civil)  
Regional Office,  
Narmada Control Authority,  
Narmada Sadan, Block-B,  
Scheme No.74  
Vijay Nagar, Indore- 452010.**

WHEREAS [name of Agency/Service Provider] (hereinafter called ~~the~~ Service Provider) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated \_\_\_\_\_ to provide security guard personnel [description of services] (hereinafter called ~~the~~ Contract).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency/Service Providers shall furnish a bank guarantee/TDR by a reputed Nationalized bank for the sum specified therein as security for compliance with the Agency's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Agency a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Agency, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

Signature and seal of the Guarantors

[Name of Bank or Financial Institution]

[Address]

[Date]

**ANNEXURE-IV**

**Narmada Control Authority  
Regional Office,  
Narmada Sadan, Block B, Sch. No. 74-C, Vijay Nagar, Indore**

**FORM OF AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Narmada Control Authority] (hereinafter called %the Authority+) of the one part and [name of Agency/Service Provider] of [city and country of Agency] (hereinafter called %the Agency/Service Provider+) of the other part:

WHEREAS the Purchaser invited Bids for -----  
-----and has accepted a Bid by the Agency/Service Provider for the deployment of Security Personnel in the sum of [contract price in words and figures] (hereinafter called %the Contract Price+).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Contract document and the Schedule of Requirement (Price Schedule) submitted by the Supplier;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Conditions of Contract; and
  - e. The Authority's Notification of Award.
3. In consideration of the payments to be made by the Authority to the Agency/Service Provider as hereinafter mentioned, the Agency/Service Provider hereby covenants with the Authority to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Authority hereby covenants to pay the Agency/Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Employer

On behalf of the Agency

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

**ANNEXURE-V**

**INDEMNITY BOND**  
(ON A STAMP PAPER OF Rs.1000/-)

We, \_\_\_\_\_ having a registered office at \_\_\_\_\_  
\_\_\_\_\_ .. have entered into a contract with Narmada Control Authority having registered office at  
Narmada Sadan, Scheme No. 74, Block B, Indore 452 010 vide contract dated \_\_\_\_\_ to  
provide security and services on outsourcing basis at NCA Office and Colony situated at Scheme  
No. 74 and 78, Vijay Nagar, Indore, 452 010.

We do hereby indemnify and keep harmless, Narmada Sadan, and Narmada Colony and at  
all times, whether during the continuation of the aforesaid contract and at any time thereafter, in  
respect of any claim, demand, compensation, liability penalty, fines, interests, suits etc. of  
whatsoever nature made, all actions and proceedings taken against the Authority by any party,  
employee(s), or workman provided by us, on account of any delay, default lapse, error or omission  
on our part, or of rules and regulations, as may be applicable under the said contract from time to  
time.

We further undertake to indemnify and keep harmless, Narmada Sadan and Narmada  
Colony against any claim/compensation arising out of any non-payment or short payment of  
salaries, wages, overtime, or compensation by whatever name called and compensation and claims  
arising on account of any accident, injury, death, etc. during the course of their engagement by us  
for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as  
applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable  
undertaking by us and is not restrictive in any manner.

Signature of Tenderer/Authorized Signatory

Name of the Tenderer \_\_\_\_\_

Address of the Tenderer \_\_\_\_\_

Seal of the Company/Firm : \_\_\_\_\_

Telephone No./Mobile No. \_\_\_\_\_