

NO.D-31016/01/2016-ADM.II  
Government of India  
Ministry of Labour & Employment  
(Admn.II Section)

Shram Shakti Bhawan, New Delhi  
Dated : 23<sup>rd</sup> November, 2017

**E-Tender Notice**

**Subject : On-line e-tender for Annual Contract for the upkeep and maintenance of cleanliness and sanitation in the premises of Ministry of Labour and Employment in Shram Shakti Bhavan & Jaisalmer House.**

**CRITICAL DATE SHEET**

<b>Published Date</b>	<b>24.11.2017</b>
<b>Bid Document Download/Sale Start Date</b>	<b>24.11.2017</b>
<b>Bid Submission Start Date</b>	<b>24.11.2017</b>
<b>Bid Document Download/Sale End Date</b>	<b>14.12.2017</b>
<b>Bid Submission End Date</b>	<b>14.12.2017 upto 3.00 PM</b>
<b>Bid Opening Date</b>	<b>15.12.2017 at 4.15 PM</b>

Online e-tenders are invited by the Ministry of Labour and Employment, (Main Secretariat) under single bid system for the upkeep and maintenance of cleanliness & sanitation in the premises of Ministry of Labour & Employment in Shram Shakti Bhavan and Jaisalmer House, New Delhi for a period of one year in the first instance from agencies/firms engaged in such work as per the terms & conditions (Annexure I). The interested firms fulfilling the following conditions may inspect the premises on any working day up to **08.12.2017** between 10.30 A.M. to 12.30 P.M. to assess the job requirement/ quantum of work involved and submit their tender with – Technical particulars as per Annexure II, Financial Cost as per Annexure III and undertaking as per Annexure -IV – separately.

- (i) The firm should have minimum 3 years experience of successful completion of contracts of same and higher magnitude of work as in Ministry of Labour and Employment.
- (ii) The firm should be registered with ESI, PF, GST.
- (iii) The firm should have labour licence.
- (iv) The firm should have PAN card in the name of the firm.
- (v) The firm should comply with the Minimum Wages Act, 1948 in the NCT of Delhi in respect of wages for various categories of workers.

2. The 'Technical Particulars' should contain company profile, authenticated documents to prove the eligibility of all conditions as mentioned above and any additional documents to show the competency of the firm. The firm should also mention their ESI and PF code numbers and also enclose the copy of PAN in the Technical particulars. Earnest Money Deposit of Rs.1,00,000/- (One lakh only) should be submitted in sealed envelope separately in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favour of **"Pay and Accounts Office (MS), Ministry of Labour and Employment, New Delhi"**.



3. The 'Financial Cost' should contain only the monthly wages, material cost, supervision charges, any other charges and the tax conditions (to be filled in Annexure-III). Bids containing unrealistic rates shall be liable to be rejected.

4. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> & <http://labour.nic.in> from 24.11.2017.

5. The interested bidders may submit the tenders online at <http://eprocure.gov.in/eprocure/app> in all respects along with Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees one lakh only) refundable (without interest). Tenders are to be submitted **online only** through e-Procurement Portal <http://eprocure.gov.in/eprocure/app>. All the documents in support of eligibility criteria, EMD etc. are to be scanned and uploaded along with the Tender documents. Original EMD has to be submitted to Ministry of Labour and Employment between 9.00 A.M. to 3.00 P.M. on **15.12.2017** in the tender box placed at the Reception Counter, Shram Shakti Bhawan, Rafi Marg, New Delhi. In case original EMD is not submitted offline till the above date and time, the tender document will be rejected summarily.

6. The bids will be opened online by a Bids Evaluation Committee in the Ministry of Labour and Employment on **15.12.2017** at 4.15 P.M. in Room No. 518, Shram Shakti Bhawan, Rafi Marg, New Delhi. The Bid Evaluation Committee (BEC), after evaluation of the Bids, will give its specific recommendation (s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the members of the BEC. The dates of opening of Bids may change as necessitated.

7. The Competent Authority in the Ministry of Labour and Employment reserves the right to defer or cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

(Deepak Dan Barnwal)

Under Secretary to the Govt. of India

Telephone No. 23766320

Copy to:-

1. All Ministries/Departments for circulation among their contract holders.
2. Director, NIC, Shram Shakti Bhawan with the request to place the aforesaid Notice on the website of the Ministry for wider publicity.
3. Notice Boards.
4. Hindi Section for Hindi version.

(Deepak Dan Barnwal)

Under Secretary to the Govt. of India

Telephone No. 23766320

Copy for information to:

1. Reception Officer, Ministry of Labour and Employment, Shram Shakti Bhawan, New Delhi.
2. Asstt. Commandant, CISF, Shram Shakti Bhawan.



TERMS AND CONDITIONS

1. The successful Agency will have to maintain the cleanliness & sanitation in the office premises of Shram Shakti Bhavan and Office of Director General(Labour & Welfare), Jaisalmer House as detailed below:-

(i) Shram Shakti Bhavan :

Floors	Wings/Area
Ground Floor	Open areas on front side, around the building and back side of the Shram Shakti Bhavan, Corridors 'A' Wing and Opposite Central Registry unit. Bathrooms 'B' Wing and opposite Central Registry Unit on the back side of the building (including stairs and Gate in front of Gate No.2).
First Floor	Corridors 'A' & 'B' & 'C' Wing Ladies, Gents and VIP Toilets attached with the rooms of Hon'ble Labour & Employment Minister and senior officers in 'A', 'B' & 'C' Wing - including stairs in front of Gate No. 2.
Third Floor	Corridors 'A' Wing Ladies and Gents Bathrooms 'A' Wing including stairs in front of Gate No.2.
Fifth Floor	Corridors 'B' Wing Ladies and Gents Bathrooms 'B' Wing including stairs in front of Gate No. 1&2.
Sixth Floor	Corridors 'A' & 'B' Wing Ladies and Gents Bathrooms 'A' & 'B' Wing including stairs in front of Gate No.1 & 2 upto and including roof.
	The agency will also clean the rooms including dusting work on furnitures etc. However, they will perform this job in the presence of Ministry's officials posted there.

(ii) Jaisalmer House :- Corridors in front of rooms , Ladies and Gents Toilets for the officers and staff of the office of Director General(Labour & Welfare), Ministry of Labour and Employment .

2. The Agency shall to the satisfaction of the Ministry of Labour and Employment including the officer designated for the purpose perform the following work/ provide the following services covering the entire premises specified above from Monday to Friday 7.30 AM to 4 PM :-

- i) Sweeping of the entire premises and collection of all waste material and disposal of the same as per instructions of the Ministry. They will also use vacuum cleaner of appropriate capacity to remove dust and other light waste materials.
- ii) Cleaning of the floor areas with wet floor dusters and detergents, disinfectants etc. once in the morning, before opening of the office and thereafter every 4 hours especially in the areas like corridors, conference rooms and library for keeping the rooms free from dust, germs, mosquitoes etc.
- iii) Removing stains from floors and partitions by using suitable cleaning agents as required without leaving any undesirable post cleaning marks.
- iv) Polishing of name plates and number plates with Brasso.
- v) Removing spider webs.



- vi) Dusting and cleaning of windowpanes with glass cleaning chemicals/ agents and cleaning of partitions, panels etc.
- vii) Cleaning and washing of toilets using appropriate materials i.e., (without damaging the shine), deodorants, detergents and disinfectants etc., once in the morning and again in the afternoon.
- viii) Regular dusting/ cleaning of office furniture, equipment, telephones, bookcases, library books, filing cabinets, almirahs etc by 8.30 AM everyday.
- ix) Cleaning of carpets and books in the library, record room or any other place where required with vacuum cleaners to be arranged by the Agency.
- x) Provision of liquid soap in the toilets and placing sufficient quantity of naphthalene balls and deodorant cakes in the urinals. The Agency will ensure that the liquid soap mentioned above will always be made available near the washbasins in the premises.

3. To carry out the above specified work, the Agency shall provide **23 workers** (Un-skilled category under the Minimum Wages Act, 1948 in the NCT of Delhi) alongwith **02 supervisors** (Non-Technical Supervisory staff – Matriculate but not graduate), whose distribution of work will be done by Section Officer of the concerned Administration/ Caretaker of the Ministry. As and when the minimum wages are revised by the Delhi Govt. it will be paid by the Ministry on the request/claim of the agency.

4. Apart from the above specified work, the workers can be utilized by this Ministry, as per its discretion and requirement for such work as shifting of furniture or any other manual work.

5. The Agency shall comply with all the relevant laws and regulations applicable in the matter of such workers. The Agency should be liable for implementation of Labour Law and Social Legislations in respect of workers engaged by it for carrying on its business. The Agency shall not appoint any sub-contractor for the work under any circumstances.

6. The Agency shall ensure that the workers are polite, courteous, well behaved and honest. The Agency shall be responsible for the conduct/ integrity of persons deputed for cleaning works in the premises of Shram Shakti Bhawan and Jaisalmer House and will also be responsible for any act of omission or commission on their part. The Agency will vouch for their character and integrity. Before deploying a particular worker in Ministry, the Agency shall get his/her antecedents verified by the police and a copy thereof will be deposited by the agency to the Ministry. The Agency's workers shall not indulge in any unlawful activity in the premises and shall have good moral character. The Agency shall be fully responsible for any theft, burglary, fire or any other mischievous deeds/ damage done by its workers.

7. The Agency shall ensure that its workers do not disturb the employees/ staff of Ministry or make any sort of noise in the premises or rooms.

8. The Agency shall supply fresh sets of uniforms/ badges, gumboots to all personnel who shall wear the same while on work and keep their uniforms clean.

9. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Agency and no representation will be entertained on this issue by this Ministry.

10. The Agency shall strictly abide by all the instructions issued by this Ministry from time to time.

11. The Ministry will be at liberty to set up committee(s) of officers to supervise cleanliness in all the areas mentioned above. The directions of such



committee(s) with regard to the general cleanliness, would be binding on the contractor for compliance.

12. The Ministry shall have the right to impose cash penalty on the Agency or deduct such amounts as deemed appropriate from its security deposit in the event of this Ministry being put to any financial loss directly or indirectly by any act of omission / commission or negligence on the part of the Agency's workers.

13. The Agency shall be directly responsible for the wages, provident fund, bonus or any other benefits as may be available to its employees under relevant acts and regulations applicable in the N.C.T Delhi. The Ministry shall not entertain any such claim from the workers deployed by the Agency in its premises. The Agency shall submit monthly statements showing details of PF & ESI contributions from the firm and its workers. The Agency shall also submit a copy of return filed with the concerned Govt. Agencies in this regard as and when filed.

14. The Agency shall ensure that while doing the cleaning work, the workers invariably wear protective gear like gloves, gum boots and pollution masks. It shall be the responsibility of the Agency to provide such protective gear to the workers at its cost.

15. Insurance and accident risks of the workers will be the sole responsibility of the Agency.

16. All the workers of the Agency shall have to be medically examined and declared free from infectious disease(s) by an M.B.B.S. Doctor. The medical certificate in respect of each worker has to be made available by the Agency and submitted to the Ministry.

17. The Ministry reserves the right to order any worker of the Agency to leave its premises if his/her presence at any time is felt undesirable.

18. The Agency shall supply and use the material of the standard/ only ISI marked brands only. If any of material to be used in the Ministry do not come or exist with ISI mark, only good quality items will be accepted. Ministry's decision to accept/reject a particular item shall be final and binding on the Agency. The Agency shall be responsible to supply/ replace any of the required items to the full satisfaction of this Ministry at all times during the validity of the contract. The supply of material by the Agency will be inspected and certified by an officer deputed by the Ministry.

19. The Agency shall supply the sufficient material to the labour from time to time. The Agency shall not be permitted to stop supplying any item for any reason. However, for any short supply/ non-supply of a particular item in a particular month due to reasons beyond the control of the Agency, proportionate deduction will be made from the particular monthly bill submitted by the Agency as per the respective (item wise) rates prevailing in the Government approved agencies like Kendriya Bhandar/ NCCF.



20. The overall timings for carrying out the above detailed work shall be from 7.30 AM to 4 PM from Monday to Friday. The first time cleaning work of a day should be completed by 8.30 AM positively. However, the Ministry may engage upto a maximum number of 10 workers after 4 PM as per exigencies of its requirement.

21. The Agency shall be required to furnish a certificate every month to the effect that its workers are being paid wages as per Delhi Govt. rates only. The Agency will also be required to submit the acquaintance roll of the workers showing the amount paid and received by them in token of having received the payment. This acquaintance roll will be submitted for the preceding month's payment made to the workers with every monthly bill. The agency shall ensure that all payments to the workers/supervisors should be made directly in their bank account and not by cash. Details should be provided to the Ministry whenever sought for.

22. The Ministry shall provide space to the Agency free of cost for Supervisors and storage of material etc. Electricity and water will be supplied free of cost but necessary arrangement of lead wire/cables etc, shall be arranged by the Agency at its own cost.

23. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Ministry of Labour and Employment besides annulment of the contract. The Ministry reserves right to terminate this initial contract at any time even before expiry of one year period after giving two-week notice to the selected service providing Company/Firm/Agency.

24. In case of any theft or loss of property due to negligence or carelessness of the contract personnel, the agency/contractor will be fully responsible and it will have to make good of the losses so incurred to this office otherwise the same will be deducted from the performance security deposit to be deposited by the service provider. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider. The contractor shall pay wages to the outsourced staff through ECS by 5<sup>th</sup> of the following month without waiting the clearance of bill from the Ministry.

25. The contract will be valid for a period of 12 months w.e.f. award of the contract. However, the contract can be extended in favour of the Agency by the Ministry on the request of Agency, on the same rates, terms and conditions as in the present contract on the basis of its satisfactory services and in exigency of work. The grant of extension of contract will be at the sole discretion of the Ministry.

26. The security deposit-cum-performance guarantee of Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand only) has to be submitted by the successful contractor through Fixed Deposit or Bank Guarantee valid for 15 months from the date of contract from any nationalized Bank only in the name of "Pay and

Accounts Office (MS), Ministry of Labour and Employment, New Delhi". This shall be liable to be forfeited for any deficiency in services, violation of any provision of this Agreement, any damage caused due to omission / commission and / or negligence on the part of the workers, etc. In case of damage the Ministry shall have the right to impose such further penalty as deemed appropriate by it.

27. The bids of firm quoting administrative/service charges less than 5% of the manpower cost excluding EPF, ESI and GST will be out rightly rejected.

28. While submitting the tender each and every page of NIT will be signed by the authorized signatory of the agency and submitted alongwith the tender.

29. In case more than one bidder quotes the same rates resulting in a tie, the lowest bidder will be decided on the basis of high turnover during the last three year.

30. Currencies of bid and payment: The bidder shall submit his price bid/offer in Indian rupees and payment under this contract will be made in Indian Rupees.

31. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Ministry.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and

(d) payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

32. The Courts of Delhi will have jurisdiction over all legal disputes under this Agreement.



**ANNEXURE - II****ANNUAL CONTRACT FOR THE UPKEEP AND MAINTENANCE OF  
CLEANLINESS & SANITATION IN THE PREMISES OF Shram Shakti Bhavan and  
Jaisalmer House.****TECHNICAL PARTICULARS**

1.	Name of Firm (in full)	
2.	Name(s) of the Proprietor(s)/ Partner(s)/Director(s)	
3.	Address in full alongwith telephone Nos.	
4.	Whether the firm is registered or not? (Full details, along with attested copies of the relevant certificates, to be attached).	
5.	Permanent Account number (Attested copies of Income Tax Return for the last 3 years also to be attached)	
6.	GST Registration Number (Attested copy of the relevant certificate to be attached)	
7.	Provident Fund Registration Number (Attested copy of the relevant certificate to be attached)	
8.	ESI Registration Number (Attested copy of the relevant certificate to be attached)	
9.	Labour License Number (Attested copy of the relevant certificate to be attached)	
10.	Details of Experience in the field. (The bidder should have the experience of minimum 3 years in successful completion of contracts of same or higher magnitude of cleaning & sanitation work or in Govt. Departments/PSUs	(Please attach a separate sheet giving full details in this regard.)



**ANNEXURE – III**

**ANNUAL CONTRACT FOR THE UPKEEP AND MAINTENANCE OF  
CLEANLINESS & SANITATION IN THE PREMISES OF MINISTRY OF LABOUR &  
EMPLOYMENT/ JAISALMER HOUSE**

**FINANCIAL PARTICULARS**

S.No.	Particular	Rate in Rs.(Excluding Tax)			Tax (to be specified)
		Wages	EPF	ESI	
1.	Worker's wages(monthly) (Un-skilled category under the Minimum Wages Act, 1948 in the NCT of Delhi) (presently requirement is 23)				
2.	Supervision charge (monthly) (including remuneration of 2 Supervisors as per Minimum Wages Act, 1948 in the NCT of Delhi under Non Technical Supervisory category of Matriculate but not garduate)				
3.	Material cost (Monthly) *				
4.	Administrative/Service Charge (Monthly)				
5.	Any other charges				

\* Details to be indicated in Annexure IV

SIGNATURE ON BEHALF OF THE FIRM  
(WITH STAMP)



**ANNEXURE- IV****Statement showing quantity & quality of various items to be used for cleanliness/mosquito control etc. by the contractor***(To be uploaded with Financial Bid)***I. (Items required to be supplied on monthly basis)**

Sl. No.	Items details	Monthly consumption	Rate per unit (Excluding Tax) in Rs.	Total cost per month (Excluding Tax) in Rs.
a	b	c	d	e(c X d)
1	Scouring powder (Vim)	2 kg		
2	Phenyl (Cleanzo/Trishul Brand) (5 Litre Can)	10 Can (50 Litre)		
3	Room Freshener Premium Quality- 150 ml pack	10 Pcs.		
4	Harpic (500 ml pack)	16 Pcs. (8 Litre)		
5	Glass Cleaner – good quality (Colin/Klean Fix-K3 or equivalent)	5 Litres		
6	Floor Duster Big size- 30"x30"	24 Pcs.		
7	White Duster Cotton- Crepe- 21"x21"	24 Pcs.		
8	Yellow Duster Big Size- Good Quality	24 Pcs.		
9	Plastic Juna big size- Good Quality	24 pcs.		
10	Hockey Brush standard size - Good Quality	6 pcs.		
11	Platform Brush with handle – good quality	06 pcs.		
12	Hand wash liquid (Dettol/Life Boy)	35 Ltrs..		
13	Road Broom with wooden handle Good Quality with Small Stick	04 pcs.		
14	Brooms Phool - 400 gms	12 pcs.		
15	Broom Stick without handle	6 pcs.		
16	Washing Powder Wheel- 1Kg Pack	6 Kg		



17	Brasso 500 ml pack	02 Bottles		
18	MOP Wiper- 61 cm with Aluminum Fitting- Mr. Clean Brand	4 pcs.		
19	MOP Wiper- 48 cm with Aluminum Fitting- Mr. Clean Brand	4 Pcs.		
		<b>Total- (per month Excluding tax)</b>		
		<b>Total- (per year Excluding tax)</b>		

**II. (Items required to be supplied on yearly basis)**

Sl. No	Items details	Yearly consumption	Rate per unit in Rs. (Excluding Tax)	Total cost per year In Rs. (Excluding Tax)
<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e(c X d)</b>
1	Cobweb Brush Good Quality	6 Pcs		
2	Plastic Mug Cello/Milton	10 Pcs		
3	Plastic wheeled dustbin with lid ( 100 to 120 Ltr. Capacity) – Good quality	36 Pcs		
4	Baygon Spray Pump	10 pcs.		
		<b>Total- (per year Excluding tax)</b>		



**ANNEXURE-V**

Undertaking to be signed by the tenderer(s) on the stamp paper of Rs.100

I/We ..... do hereby undertake that I have clearly and precisely understood the terms and conditions of the tender, that I/we will abide by these terms and conditions mentioned in the tender notice/document and the rules and regulations/instructions of the Government, issued from time to time in letter and spirit, that any breach and/or violation of any of the terms and conditions and/or in case of my/our work being found unsatisfactory at any time during the period of contract, my/our contract shall be liable to be terminated without assigning any reason thereof, and that in such case, the amount of security deposit shall stand forfeited to the Government and also I/we will be liable to make good all extra cost(s) borne by the Ministry of Labour & Employment for getting the jobs done by other person(s) and/or any loss or damages that may be caused to the Ministry of Labour & Employment owing to the unsatisfactory/failure to work on my/our part.

I/We ..... also under take that the decision of the Ministry of Labour & Employment shall be final and binding in all cases, whatsoever may be, pertaining to this contract.

Signature &  
Rubber Stamp of the  
Tenderer/ Contractor.

Place :

Date: