ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

(Statutory body under Ministry of HRD, Government of India) Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070

Phone:- 011-29581002-03 Website: www.aicte-india.org



REQUEST FOR PROPOSAL for Providing Mechanized Housekeeping Service at AICTE Headquarters, New Delhi

RFP No. 101/AICTEHQ/EMC/HKA/2020-21 Dated: 11-11-2020



ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

(a statutory body of Government of India) Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070

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(Statutory body under Ministry of HRD, Government of India) Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070 **Phone:-** 011-29581050 **Website:** www.aicte-india.org

F.No.: 101/AICTEHQ/EMC/HKA/2020-21 Dated: 11-11-2020

REQUEST FOR PROPOSAL

RFP Title: Providing "Mechanized Housekeeping Service on Outsource

basis" at All India Council for Technical Education, Headquarters,

New Delhi.

RFP No.: 101/AICTEHQ/EMC/HKA/2020-21

NOTICE INVITING e-TENDER

All India Council for Technical Education (AICTE) invites online tenders in two bid system (Technical & Financial/Price) from PSUs/ PSEs/ Autonomous Bodies under Centre/ State Governments or reputed Private Agencies for selection of an agency for providing "Mechanized Housekeeping Service on Outsource Basis" at AICTE Headquarters, Nelson Mandela Marg, Vasant Kunj, New Delhi through CPPP portal.

{URL: https://www.eprocure.gov.in/epublish/app/ (RFP No.: 101/AICTEHQ/EMC/HKA/2020-21)}.

The last date of submission/uploading of e-Bids is **03.12.2020** up to **15:00 Hrs**.

Technical e-Bid will be opened on 04.12.2020 at 15:30 Hrs at AICTE HQ, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070.

For Further Details, visit AICTE website: http://www.aicte-india.org.

MEMBER SECRETARY

1. Introduction

1.1 Invitation for Tender offers

All India Council for Technical Education (AICTE) invites e-tender offers (Technical bid and Financial/ Price Bid) from eligible, reputed entities for providing *Mechanized Housekeeping Service on Outsource basis*" at AICTE Head Quarters, New Delhi. In this RFP, the term Bidder refers to the primary bidder participating for delivering services mentioned in the scope of works. The estimated cost for two years towards the payment of wages to the deployed manpower, based on the maintenance of Office Block having 2 basement, ground plus three floor, Auditorium with capacity of 740 seats, Guest House having 19 Rooms constructed in 5 acres land is approx. Rs. 4,25,00,000/-, (Rupees Four Crores twenty –five lakhs) Appendix – A.

Complete set of tender documents may be downloaded by eligible Bidder from CPPP portal (URL: https://www.eprocure.gov.in/epublish/app) and the website of the council (www.aicte-india.org). AICTE reserves the right to reject any or all offers without assigning any reason.

Technical Specifications, Annexure and Appendices, Terms and Conditions and various formats and proforma for submitting the tender offer are described in this document.

1.2 About AICTE

The All India Council for Technical Education (AICTE) is a Statutory body of Department of Higher Education, Ministry of Education, Govt. of India, established by an Act of Parliament (No.52 of 1987) with a view to the proper planning and coordinated development of the technical education system throughout the country, the promotion of qualitative improvement of such education in relation to planned quantitative growth and the regular and proper maintenance of norms and standards in the technical education system and for matters connected therewith. AICTE is discharging its statutory functions from its Head Quarters at New Delhi. Details are available in the website of AICTE: www.aicte-india.org.

1.3 Definitions

In this Request for Proposal, the following terms shall be interpreted as indicated below:

- 1. "AICTE" or "Council" means "All India Council for Technical Education".
- 2. **"Bidder"** means any firm taking the full responsibility of managing the contract as required in this RFP. The word "Bidder" when used in the pre-award period shall be synonymous with "Service Provider" which shall be used after award of the contract.
- 3. **"Service Provider"** means the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for providing "Mechanized Housekeeping Service at Outsource basis" at AICTE Headquarters.
- 4. **"Contract"** means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties,

including all the attachments and appendices thereto, and all documents incorporated by reference therein;

- 5. **"EMD"** Ernest Money Deposit will be 2% of the Tender Cost for Two Years.
- 6. **"Service"** means providing Mechanized Housekeeping Service at outsource basis at AICTE HQs, Nelson Mandela Marg, Vasant Kunj, New Delhi.
- 7. **"Bank Guarantee"** means the guarantee to be provided by the Bidders i.e. 10% of the total contract value.
- 8. Attested Copies of document means self-attested copy of documents by the bidder (duly signed and stamped of the firm on the document).

1.4 Abbreviations

- 1. **AICTE** All India Council for Technical Education
- 2. **PSU** Public Sector Undertaking
- 3. **PSE**-Public Sector Enterprise
- 4. **EMD** Earnest Money Deposit
- 5. **RFP** Request for proposal
- 6. **PAN** Permanent Account Number
- 7. **GST** Goods & Service Tax
- 8. **EPF** Employees Provident Fund
- 9. **ESI** Employees State Insurance

1.5 Confidentiality

The invitation document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Invitation document is provided to the Recipient on the basis of undertaking of confidentiality given by the recipient to AICTE. AICTE may update or revise the document or any part of it and would subsequently be made available on CPPP portal as well as on AICTE website. The Recipient acknowledges that any such revised or amended document is deemed to be received through portal, subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, agent, or other person associated or affiliated in any way with AICTE or any of its customers or suppliers without the prior written consent of AICTE.

1.6 RFP disclaimer

This Request for Proposal containing Annexure and subsequent Addenda and Corrigenda (Herein after called as RFP) has been prepared solely for the purpose of enabling AICTE to select a Service Provider for Providing Mechanized Housekeeping Service on outsource basis as per specifications, terms and conditions and scope defined in this RFP (herein after referred as Providing Mechanized Housekeeping Service s).

The Bidder will be required to be innovative, capable and would need to extend all their resources in order to meet the expectation of AICTE towards providing the required services.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

1.7 Important Details

Schedule of Events, contact & communication details etc.

S. No.	Particulars	Description			
1.	RFP No.	101/AICTEHQ/EMC/HKA/2020-21			
2.	Brief Description of the RFP	Providing Mechanized Housekeeping Service on Outsource basis at AICTE HQs, New Delhi			
3.	Submission of online tender as per schedule	URL: https://www.eprocure.gov.in/epublish/app RFP No.: 101/AICTEHQ/EMC/HKA/2020-21			
4.	Date of opening of submission of e- Tender	11.11.2020 at 16:00 hrs			
5.	Pre-Bid Meeting	20.11.2020 at 12:00 hrs.			
6.	Closing date & time for submission of e-Tender on CPPP portal	03-12.2020 at 15:00 hrs			
7.	Date and time of Opening of Technical Bid through CPPP portal	04.12.2020 at 15:30 hrs			
8.	Date and time of Opening of Financial/Price Bid	The Financial/ Price Bids of only those Bidders who qualify in technical evaluation will be opened. The date for opening of the Financial/Price Bid would be communicated separately to the technically eligible Bidders on their official e-mail (as communicated through CPPP portal).			
9.	Earnest Money Deposit (EMD)	Rs. 8,50,000/- (Eight lacs Fifty thousand) Approx.2% of total value of work) by Demand Draft in favour of "Member Secretary, AICTE, New Delhi" payable at New Delhi valid for 180 days.			
10.	Address for Communication and Submission of original Demand Drafts of EMD and Processing Fee on or before closing of e- Tender	Member Secretary (AICTE), AICTE HQs, Nelson Mandela Marg, New Delhi Telephone: 011-29581003 e-mail address bms-emc@aicte-india.org			

Note: -

1. The Technical Bid of the Bidder whose Demand Drafts of Processing Fee as well as EMD received in the office of Estate Management Cell (EMC), AICTE and uploaded

scanned copies of the same on the portal along with the Bid on or before date of online closing of Tender with AICTE, would only be opened through CPPP portal {(URL: https://www.eprocure.gov.in/epublish/app (Tender ID: 101/AICTEHQ/EMC/HKA/2020-21)}.

- 2. All Bidders/ concerned are requested to please keep watching AICTE website/ CPPP Portal for any important information, updates and corrigendum, if any, to be published by AICTE till the closing date of Technical bid.
- 3. Technical Bids will be opened, in the presence of the Bidder's representatives who choose to attend. No separate communication shall be sent in this regard. Subsequently, AICTE will evaluate the Technical Bids and the Bidders shall be suitably intimated about their eligibility after evaluation. Consequently, Financial/ Price Bids will be opened in the presence of the Bidder's representatives who are found technically qualified by AICTE.

1.8 Costs to be borne by Bidders

All costs and expenses incurred by Bidders in any way associated with the preparation and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by AICTE, will be borne entirely and exclusively by the Bidder and AICTE shall not be liable for any costs and/or expenses in relation to responses to the RFP and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses.

1.9 Legal Relationship

No binding legal relationship will exist between any of the Bidders and AICTE until execution of a definitive legal agreement.

1.10 Disqualification

Any form of canvassing/ lobbying/ influence/ cartelization, etc. by the Bidder may result in disqualification of such Bidder.

1.11 Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in the RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of AICTE shall be subject to the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided.

1.12 Bidder's/Recipient's Obligation to Inform Itself

It is the Bidder's/Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information.

1.13 Errors and Omissions

Each Bidder should notify AICTE of any error, omission, or discrepancy found in this document. Notification should be made to the address found in proposal related details.

1.14 Acceptance of Terms

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, AICTE acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from AICTE. AICTE reserves the right to provide such additional information/clarification at its sole discretion.

AICTE makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP. A Bidder will, by responding to AICTE's RFP document, be deemed to have fully read, understood and accepted all the terms as stated in this RFP document.

It is the Bidder's responsibility to:

- 1. Properly understand and examine the RFP;
- 2. examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- 3. satisfy itself as to the completeness, correctness and sufficiency of its response;

1.15 Liabilities of AICTE

This Invitation is not an offer by AICTE, but an invitation for Bidder responses. No contractual obligation on behalf of AICTE whatsoever shall arise from the invitation process unless and until a formal Service Agreement is signed and executed by duly authorized officials of AICTE and the selected Bidder.

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that AICTE may take. All the submissions, including accompanying documents, will become the property of AICTE.

2. Requirements Summary

2.1 Intent

AICTE is issuing this RFP document (hereinafter referred to as "the RFP" which expression shall include all attachments and annexure hereto as well as all amendments, addendums, modifications and alteration hereto) to Service Providers, (hereinafter referred to as "the Bidder") to enable them to participate in the competitive bidding for Providing Mechanized Housekeeping Service on Outsource basis.

The tentative requirement of manpower sought to be engaged through this RFP at **AICTE Headquarters, New Delhi**

S.No.	Designation	Tentative Requirement*
1.	Supervisor (Skilled)	2
2.	Semi-skilled	18
3.	Un-Skilled	48
	Total	68

^{*}The above projections are only indicative figures and may be revised upwards or downwards. Hence, these should not be treated as commitment from AICTE.

The Eligibility Criteria and qualifications of above housekeeping staff are mentioned in **Annexure-I**

AICTE at its discretion reserves the right to modify the manpower requirements in the various categories, depending upon its requirements from time to time.

2.1 A Resources Requirement

The successful bidder will have to provide manpower and all material required for cleaning purposes. The estimate of items are indicated at Annexure - XIII

2.2 Tenure

The tenure of the contract would be initially for 02(Two) year from the date of award of contract. AICTE may further extend the contract up to 05 (five) years on year to year performance basis.

3. Scope of Work

- a) Details of the scope of work are enclosed at "Annexure-XII".
- b) Details of Equipment's to be used, number of manpower to be deployed, consumables and items to be used at Campus are given at Annexure 'XIII' under resource management.
- c) The number of equipment's, consumable except manpower mentioned in Annexure 'I' is minimum. The contractor, however, shall provide all the resources, to meet the contractual obligations and under no circumstances whatsoever the contractor will claim anything.

3.1 Eligibility of Bidders

The Eligibility criteria of the tender as mentioned in the above intent is as per **Annexure- II.** Number of requirement may increase or decrease which will be informed in advance but it is not a commitment. There would be no minimum commitment at any level.

3.2 General Terms and Conditions

- 1. Bidders' Firms having Annual Business Turnover of at least Rs. 7 crores in each Financial Year of which Rs. 5 crores must be from Housekeeping services for each of the preceding 05 years would only be eligible for bidding.
- 2. In case additional manpower is required then the same will be provided by the Service Provider subject to satisfaction of AICTE.
- 3. Compliances to all Labour Laws need to be done by the Bidder.
- 4. Some of the staff may be required to work on shift (Day/Night) duties.
- 5. Absence of particular staff will attract pro rata remuneration deduction.
- 6. Monthly payment to manpower engaged is to be made by Service Provider on or before 7th of every succeeding calendar month (based on monthly attendance), to their individual bank accounts, purely by NEFT/RTGS/Electronic mode of fund transfer.
- 7. Proofs of payments towards Provident Fund, ESI, Bonus & all stator dues etc. as per government guidelines and/or confirmation from personnel deployed, are to be submitted with the bill for subsequent month; failing which the bill will be kept pending for payment.
- 8. Payment by AICTE will be on reimbursement basis; means first paid by Service Providers to staff deployed & then reimbursed by AICTE to the Service Provider through NEFT/ RTGS/ Account Transfer entry.
- 9. Manpower deployed by Service Provider are required to mark their attendance on Biometric system installed at AICTE HQs and proof is to be submitted with bill by the Service Provider which is subject to verification by AICTE. The bill may be preferred on Pro rata basis for remuneration with reference to the absentee statement.
- 10. GST will be applicable as per rules and payable by AICTE and TDS will be deducted as applicable.
- 11. Service Provider has to bear all financial losses for misdoing by the manpower provided. Loss/expenses will be directly deducted from the existing and or future payment due.
- 12. Royalty, if any, at the prevalent rates shall be paid by the contractor on all materials, chemicals, & machineries collected by him of the execution of the work directly to the revenue authority of the state government concerned and nothing extra shall be payable to him on this account.
- 13. The department shall provide space for storage of machines, material and chemicals as per availability for which no rentals for space will be recoverable, however, no extra payment shall be admissible for carriage/shifting etc.
- 14. Quoted rates shall be complete work inclusive of cost of all materials, labour, carriage, machinery and equipment's, tools and transportation risk, overheads and general liabilities/obligations as mentioned and profits, royalties, fees, rent, , entry tax, wages etc. as per prevailing rules. The contractor shall pay necessary taxes, such as GST etc. as above, to relevant authorities. In case of any dispute, the

- contractor shall submit to AICTE authorities the proof of having discharged all the statutory obligations for consideration.
- 15. The Service Provider has to provide Photo Identity Cards to the personnel deployed by them for carrying out the work. These cards are to be constantly displayed by their staff & their loss be reported immediately to AICTE & Service Provider.
- 16. Bio-data of all the personnel deployed with photograph, residential address, photo ID, D.O.B., contact number & police verification report etc. with proof duly verified by Service Provider is to be provided to AICTE from time to time, else AICTE shall not pay remuneration to such staff and payment if already made will be recovered.
- 17. Service Provider has to take care of any litigation; disputes raised by the personnel deployed and will bear all cost in this regard.
- 18. AICTE will not be responsible for any demand by way of disputes etc. by the personnel deployed by the Service Provider.
- 19. Service Provider has to observe Government and regulatory guidelines in respect of personnel deployed.
- 20. AICTE will not be responsible for any deficiency in employment regulation.
- 21. Personnel deployed will not be AICTE employee in any case. They will not have any right to sue upon AICTE for any matter including employment.
- 22. AICTE may add any other terms of engagement with mutual understanding.
- 23. Shortlisted Service Provider has to execute agreement in this regard before commencement of services.
- 24. Selected Service Provider has to provide a Performance Bank Guarantee which can be invoked by AICTE in case of deficiency of service, losses/ expenses on account of staff misdoing and breach of trust/ agreement by the personnel deployed and Service Provider.

4. Technical Requirement of Service Provider for Technical Bid:

- 1. The PSUs/PSEs/ Autonomous Bodies under Centre/ State Governments or reputed registered Private Agencies who are providing Housekeeping service to the other Government/Semi-Government Departments/ PSUs/ PSEs/ Autonomous bodies are eligible to participate in this tender under this RFP.
- 2. The tenderer must be registered with the following statutory authorities and must also furnish attested copies of supporting documents:
 - a. ESIC, EPF, INCOME TAX AND SERVICE TAX
 - b. Registration certificate under contract labor (R & A) Act 1970
 - c. Any other registration / license which are mandatory for such agencies stipulated by concerned authorities from time to time such as Storage of Hazardous Chemicals.
 - d. Breakup of Labour Rates in compliance of minimum wages as per Government of India, Ministry of Labour & Employment, Chief Labour Commissioner must be provided along with Technical bid.

- 3. The Bidder should submit Financial Statements for the last 05 years i.e. for the period 2015-16 to 2019-20 (duly audited by Chartered Accountant).
- 4. The Bidder should submit Service Certificate from previous/existing Clients in support of experience for having provided Housekeeping service to minimum 05 Government/ Semi-Government Departments/ PSUs/ PSEs/ Autonomous bodies in each year for the preceding 05 years.
- 5. During last 05 years, the Bidder should have executed a minimum of:
 - Experience in Handling Green Building Norms at least 2 Green Building of not less than 3 Lakhs Sq. feet
 - Two annual Contracts, each of value more than Rs. 5 Crores (Rupees Five Crores) in Housekeeping work per year in Government/ Semi-Government Department/ Autonomous bodies/ PSUs/ PSEs/ OR,
 - Four annual Contracts, each of value more than Rs. 3 Crores (Rupees Three Crores) in Housekeeping work per year in Government/ Semi-Government Department/ Autonomous bodies/ PSUs/ PSEs.
- 6. Service Provider should have deployed a minimum of **700** manpower per year for each of the last 05 years.
- 7. There should not be no history of litigations against the Bidder or neither the Bidder should not have been blacklisted by any of the government agencies or departments or should not have been found to be guilty of moral turpitude or convicted of any labour laws etc., by any court or authority appointed to enforce any labour law or regulations.
- 8. Service Provider has infrastructure for dealing with Provident Fund, ESI, Bonus, Minimum wages, Labour Laws, Industrial Disputes etc.
- 9. Service Provider can manage timely payment to staff even in case of delayed payment/reimbursement by AICTE.
- 10. For providing Pest Control and Storage of Cleaning material and Chemical Service the Firm may be tie up with valid license holder Firm.
- 11. The Director (EMC) or authorized representative reserves the right to withdraw/relax this eligibility criteria and in such a situation the tenderer will be given sufficient time to take the changes into account. However, no relaxation will be given as far as statutory requirements are concerned.

4.1 Other Conditions

- 1. Interested parties should upload their technical bid and financial/ price bid on CPPP portal complete in all aspects.
- 2. AICTE may cancel/ postpone/ pre-pone the exercise at any stage and at the sole discretion of AICTE and no claims in this regard will be entertained.
- 3. AICTE reserves right to add/amend any of the conditions at any time during the process.
- 4. AICTE reserves the right to reject any or all of the Bid without assigning reason.

- 5. AICTE reserves the right to cancel entire process at any time even after finalization of the Bidder.
- 6. Services of shortlisted Bidder can also be suspended at any time without assigning any reason.
- 7. The Bidder should ensure that all systemic changes or new requirements necessitated out of Government/ other regulatory guidelines or other requirements as per the RFP are made available from day one of the **services** going live. Any new Government/ regulatory requirements that impact the services to AICTE need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to AICTE at no additional cost during the period of the contract.

8. The Bidder is required to note the following points:

- i. The Bidder has to size the Manpower Services to ensure availability, scalability, redundancy and performance of the manpower, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by AICTE.
- ii. The Bidder is completely responsible for the proposed *Providing Mechanized Housekeeping Service* to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. AICTE assumes no responsibility for assumptions made by the Bidder. In the event the proposed *Providing Mechanized Housekeeping Service* fails to meet the requirement of the Service agreement/ Contract and the scope and objectives of this RFP (and addendums), the Bidder will have to replace the Provided Manpower if they fail to give the requisite services at the satisfaction to his/her superior at no additional cost to AICTE.
- iii. The Bidder has to ensure the arithmetical accuracy of the technical and Financial/Price Bid. AICTE will not be responsible for any errors in the bid submitted by the Bidder.
- iv. Any assumptions, changes, deviations other than what is specified and accepted by AICTE will not be considered for the purpose of this RFP.

v. Machine: Annexure – XIII (RESOURCES REQUIREMENT)

- ✓ Single Disc Scrubbing Machine: Must be free from HAVS (WEF), with certification ENV 25349
- ✓ Battery Operated Auto Scrubber Drier: Inbuilt Auto Dilutor system for accurate dosing of chemicals and Intelligent Water flow system for minimum water Consumption (Water Saving)
- ✓ Battery Operated Ride On Scrubber Drier: Inbuilt Auto Dilutor system for accurate dosing of chemicals, Intelligent Water flow system for minimum water Consumption. (Water Saving)
- ✓ Ride On Sweeper (Battery operated) : Filter T352-SA 350 g m2, Filter coated with polyurethane T452 NOVATES, 470 g/m²
- ✓ Wet and Dry Vacuum Cleaning: 650 x 520 x 970 mm (Dimension of machine), Stainless steel AISI 430 BA (body)
- ✓ Foam Generator : Machine should be inbuilt with hand brush for sofa & chair shampoo

5. Requirements for Financial/ Price Bid

Percentage of Service Charge: The Bidder is requested to quote the *Percentage of Service Charge* to be charged on gross wages (excluding benefits like EPF, ESI, Bonus etc.), to be paid to the manpower deployed in AICTE by the Service Provider in the Financial/Price Bid. The estimated cost for two years towards the payment of gross wages, day to day other material required for Mechanized Housekeeping & Pest Control Services is Rs. 4,25,00,000/- (Rupees Four crores Twenty Five lacs).

Financial/Price Bids in any other form would not be considered. The date for opening of Financial/ Price Bids would be communicated separately to the successful Bidders, post the completion of the technical evaluation.

The percentage of service charged and other terms offered by Bidders must be firm for an acceptance period of 90 days from the opening of the Financial/Price Bid.

The percentage quoted by the Bidder shall be all exclusive, that is, exclusive of all taxes, duties; levies etc. GST (wherever applicable) will be paid extra in Price-Bid.

- 1. The Bidder will be required to upload Financial/ Price Bid in percentage terms in the prescribed format (Annexure-IX) as a part of the Financial/Price bid submission.
- 2. It is the responsibility of the Bidder to provide the correct minimum percentage of service charges to be charged on the tender cost.
- 3. The Bidders who quote unrealistic rate of service charges i.e.'0'% shall be debarred for further consideration. If the Bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.
- 4. Bid submitted with an adjustable percentage, quotation will be treated as non-responsive and will be liable to be rejected.
- 5. The Bidders are required to quote only **percentage of service charge** inclusive of administrative/ management charges/ overheads/ other costs. No other charges will be admissible to the successful Bidder on any ground.
- 6. Percentage of Service Charge offered will remain same during the validity of Contract at least for the two year initially, which can be extended up to five years (on year to year performance basis) at the discretion of AICTE. But this will not be a commitment of continuity of contract for any certain period. There will be no change in the percentage of service charge for the extended period of contract.

6. RFP Response Instructions

6.1 Rules for responding to the RFP

All responses not uploaded on the CPPP portal as per RFP are liable to be rejected.

6.2 Bid Security

6.2.1 EARNEST MONEY DEPOSIT (EMD)

- 1. The Demand Draft valid for 180 days (from the date of opening of e-tender) towards Earnest Money Deposit (EMD) for Rs.8,50,000/- (Eight lacs Fifty Thousand) in favour of *Member Secretary, AICTE, New Delhi*, is required to be submitted in the office of Dy. Director (Estate Management Cell), AICTE Headquarters, Nelson Mandela Marg, Vasant Kunj, New Delhi on or before the last date of closing of e-tender.
- 2. EMD will not carry any interest under any circumstance.
- 3. Offers made without the Earnest Money Deposit will be rejected.
- 4. The Technical Bid of the Bidder will be rejected in case the Demand Draft towards Earnest Money Deposit is not received on or before the last date of closing of e-tender in the office of Dy. Director (Estate Management Cell), AICTE HOs, New Delhi.
- 5. The amount of Earnest Money Deposit would be forfeited in the following scenarios:
 - i. In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever;
 - ii. In case the successful Bidder refuses to accept and sign contract within 1 month of issuance of contract order/letter of intent for any reason whatsoever.
- 6. The EMD of unsuccessful bidders shall be returned after completing due procedures of award of contract.
- 7. Earnest Money Deposit would be returned to the successful Bidder after the submission of the Performance Guarantee.

6.3.1 PERFORMANCE GUARANTEE

- 1. The successful Bidder shall deposit a Performance Guarantee in the format as provided in **Annexure-X** to the extent of 10% of the total contract value **or** Rs.42,50,000/- (Rupees Forty-two Lacs Fifty Thousand only), within 15 days from the date of confirmation of approval of tender from AICTE for issue of work order. The validity of Performance Guarantee should be up to 60 days after the expiry of validity of Contract and such other extended period as AICTE may decide. The guarantee should be of that of a Nationalized Bank only.
- 2. In the event of non-performance of obligation or failure to meet terms of this RFP, AICTE shall be entitled to invoke the Performance Guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be deducted from the remaining amount of Performance Guarantee.
- 3. AICTE reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the

pending bills and/or invoking Performance Guarantee, if any, under this contract.

- 4. If the Performance Guarantee is not submitted within the stipulated time, AICTE reserves the right to cancel the approval of the quoted rates in the tender, and the earnest money deposit taken from the Bidder, will be forfeited.
- 5. In case, the contracts is further extended beyond the initial period, the Performance Guarantee will have to be accordingly renewed by the successful bidder.

6.4 Online Submission of e-Bids

Technical & Financial/ Price bids in RFP response should be uploaded online as e-bids in two bid system (Technical & Financial/ Price Bid) for providing Mechanized Housekeeping Service on Outsource basis at AICTE Headquarters, Nelson Mandela Marg, Vasant Kunj, New Delhi through CPPP portal.

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{URL: https://www.eprocure.gov.in/epublish/app (RFP No.: 101/AICTEHQ/EMC/HKA/2020-21) }
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The response should be uploaded on the portal by the authorized person on or before the last date & time of uploading the bids as mentioned in section 1.5 of this RFP.

The bid should be uploaded in two separate parts. The response should be organized and uploaded in the following manner:

6.4.1 Uploading of Technical e-Bid

- 1. The Technical e-Bid containing the response to eligibility requirements as mentioned under Section 4 of the RFP shall be uploaded on CPPP portal as per format prescribed in **Annexure-II**.
- 2. All documents required as per **Annexure III & IV** for Technical e-Bid should be *signed and stamped* by authorized person before uploading them on e-portal.
- 3. In the Technical e-Bid, bidder must upload the scanned copies of each Demand Drafts towards Processing Fee and EMD. The original Demand Drafts in favour of *Member Secretary, AICTE, New Delhi* may be sent to the Dy. Director, Estate Management Cell (EMC), AICTE, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 in separate sealed envelopes on or before closing of the online tender with super scribing on respective covers as "Processing Fee Towards Providing Mechanized Housekeeping Service on Outsource Basis" and "Earnest Money Deposit Towards Providing Mechanized Housekeeping Service on Outsource Basis" respectively.
- 4. Upload the duly certified Conformity Letter as per **Annexure-V**.
- 5. Upload the duly certified Bid Undertaking Letter as per **Annexure-VI**.

6.4.2 Uploading of Financial/ Price e-Bid

Financial/ Price e-Bid may be in accordance with the requirements of Section 5 of this RFP.

6.5 Compliance Statement

- 1. The Bidder shall certify the compliance or deviation of all clauses, terms, conditions and specifications stipulated in RFP, as per **Annexure-V** –Conformity Letter.
- 2. Non-uploading of duly filled & signed conformity letter will make the bid liable for rejection.

6.6 Authorized Signatory

All the documents and annexures required for Technical & Financial/ Price bids shall be signed, stamped and scanned before uploading on CPPP portal by the authorized person of the bidder.

6.7 Cost of Preparing the Bids

The cost of preparing the response to this RFP will be the responsibility of the Bidder and AICTE will not be liable for any cost incurred by the Bidder.

6.8 Validity of Bids

The bids shall remain valid for a period of 90 days from the last date of submission of online bids. All responses including Technical and Financial/ Price bids would be deemed to be irrevocable offers/ proposals from the Bidders and shall, if accepted by AICTE, form part of the final contract between AICTE and the selected Bidder. AICTE may seek further extensions of the bid validity, if required.

6.9 Pre-Bid Meeting

In order to clear any doubt about the scope of work, material required for cleaning purpose a Per-Bid meeting with intending tenders will be held on **20**th **November 2020 at 12.30PM at** Arayabhatt Meeting Room, Wing-4, Ground Floor, AICTE Hqr. Nelson Mandela Marg, New Delhi – 110070.

7. Online Opening of e-Bids

7.1 Opening of Technical Bids

- 1. The Technical bid shall be opened in the presence of Bidder/ Bidder's representatives who choose to attend the opening of Technical e-Bid as mentioned in Section 1.5 of this RFP. The Bidder representative may be present during the e-bid opening at AICTE Headquarters, New Delhi with the authorization letter in **Annexure VII**, well in time along with the authorization letter from the Bidder's Firm.
- 2. The Bidders may note that no further notice will be given in this regard. Further, in case, AICTE does not function on the aforesaid date due to unforeseen circumstances or holiday, then the bid will be opened at the same venue on the next working day.
- 3. AICTE however reserves the right to change the date & time for opening of Technical Bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by

publishing on the AICTE's website for enabling them to be present during the e-Bid opening.

- 4. During online opening of the Technical Bids, the Bidder's authorized representative may attend the opening and those who are present shall sign a register evidencing their attendance.
- 5. The Technical Bids shall be rejected on account of non-receipt of original Demand Drafts towards Processing Fee and EMD on or before closing of the online tender.
- 6. AICTE will announce the list of Bidders who qualified technically after evaluation of their Technical Bid.

7.2 Opening of Financial/Price Bid

1. The Financial/Price Bids will be opened online in front of the eligible Bidders after the technical evaluation is complete.

8. Evaluation Methodology for Eligible Bidder

Two stage process is adopted for selection of the Service Provider:

- i. Technical Bid Evaluation
- ii. Financial/Price Bid Evaluation

After verifying the Demand Drafts of Processing Fee and EMD, the Technical Bids of successful Bidders would be evaluated.

8.1 Technical Bid Evaluation

The Bidder qualified in the technical bid evaluation, fulfilling all eligibility criterion will be selected for opening of Financial / Price Bid..

8.2 Financial/Price Bid Evaluation

The Bidder as part of technical evaluation shall be qualified for Financial/Price Bid opening. The Financial/Price Bid would be evaluated online through CPPP portal.

9. Selection of Service Provider

- 1. The Bidder who is declared L1 would be awarded the contract.
- 2. Incase two or more bidders quotes the same amount of overall cost, then contract would be awarded to the Bidder who has higher turnover during the last five years in the Technical Bid Evaluation.

10. Payment Terms

The Bidder must accept the payment terms proposed by AICTE. The Financial/Price Bid uploaded by the Bidder must be in conformity with the payment terms proposed by AICTE. Any deviation from the proposed payment terms would not be accepted. AICTE shall have the right to withhold or deduct (in event of breach of contract) any payment due to the selected Bidder, in case of delays or defaults on the part of the selected Bidder. Such withholding of payment shall not amount to a default on the part of AICTE.

The payment will be released as follows:

- 1. The successful bidder shall submit the monthly bills in triplicate along with the duly verified attendance sheet in respect of the persons deployed by 3rd of succeeding month for reimbursement of already paid salary of the deployed persons along with the following certificates:
 - i. Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards EPF and ESI.
 - ii. Copies of deposit of EPF, ESI, Taxes and applicable from time to time. AICTE may ask for producing the originals of any documents for verification.
 - iii. Pest Control: The firms must submit the monthly Pest Control Service Report along with bill duly signed by Bureau /Cell representative.
 - iv. Material Inspection Report: Monthly inspection Report of material supplied in AICTE Hqr. must be inspected/verified by the Engineer-in Charge or his representative.
- 2. The TDS shall be deducted as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by AICTE to the agency.
- 3. Monthly payment to manpower engaged is to be made by Service Provider on or before 7th of every succeeding calendar month (based on monthly attendance), to their individual bank accounts, purely by NEFT/RTGS/Electronic mode of fund transfer.
- 4. The proof of challan/ receipt deposited with the EPF Commissioner and ESI office for the payment made towards applicable EPF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
- 5. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
- 6. In case AICTE receives any complaint(s) regarding non-payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel.
- 7. There shall be no escalation in the Percentage of Service Charge once it is fixed and agreed to by AICTE and the selected Bidder. Payment will be released by AICTE as per above payment terms on submission of relevant documents.
- 8. AICTE will pay within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of

- receipt of the invoice. After the dispute is resolved, AICTE shall make payment within 15 days from the date the dispute stands resolved.
- 9. That the Service Provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, Bonus Act, Maternity Benefit Act etc. and the Council shall not incur any liability of the Service Provider for any expenditure whatsoever on the persons employed by the Service Provider on account of any such statutory obligation.
- 10. No wage/remuneration will be paid to any person for the days of unauthorized absence from duty.

11. Other RFP Requirements

- 1. By submitting a proposal, the Bidder agrees to promptly contract with AICTE for work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with AICTE within 30 days from the date of award of contract herein will relieve AICTE of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of AICTE.
- 2. The Bidder covenants and represents to AICTE, the following:
 - i. All RFP response documents would become the property of AICTE and AICTE need not return the bid documents to the Bidders.
 - ii. AICTE reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3. AICTE reserves the right to cancel this RFP any time or at any stage without any reason / notice to the Bidder or change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on AICTE's website.
- 4. AICTE reserves the right to extend the dates for submission of any and all responses to this document.
- 5. If there are conflicting points in the RFP, AICTE reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder, any time during the period of contract. No appeal will be entertained.
- 6. No Commitment to Accept Lowest bid or Any bid AICTE shall be under no obligation to accept the lowest Financial/ Price bid or any other offer received in response to this RFP. AICTE will not be obliged to meet and have discussions with any Bidder, and/ or to listen to any representations in respect of the rejection.
- 7. Since some of the payment terms warrant monthly payouts from AICTE vis-à-vis Contract monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by Contract, shall be adjusted in the payment for the last month. Balance penalties, if any shall be levied in the payment for the subsequent months.

8. However, the selected Bidder shall provide Manpower, Cleaning Machines, Equipment's, Cleaning Materials & Pest Control Material etc. in terms of this RFP, at location designated by AICTE, New Delhi.

12. Additional Information

- 1. All services shall be performed by qualified and skilled resources in performing such services as per the eligibility/qualification criteria indicated for the category. However, the Service Provider shall ensure that the deputed shall not be below the age of 18 years.
- 2. The Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- 3. That the Service Provider will ensure that its personnel always conduct themselves in befitting manner and will not indulge in any activity, of whatsoever nature while performing their duties during the tenure of the agreement/contract, which may cause loss to AICTE/its offices or be damaging to the reputation/goodwill of the AICTE. It shall also ensure that the personnel will not at any time cause or permit any nuisance at the Office(s) of AICTE and/or do anything which may cause unnecessary disturbance or inconvenience to others and follow & conform to the administrative procedures/ systems already prevalent in the Offices of AICTE.
- 4. The Service Provider shall withdraw such employees who are not found suitable by AICTE for any reasons immediately on receipt of such a request from AICTE.
- 5. The Service Provider shall be contactable at all times and message sent by phone/e-mail/ Fax/ Special Messenger from Council to the Service Provider shall be acknowledged immediately on receipt, on the same day. The Service Provider shall strictly observe the instructions issued by the Council in fulfillment of the contract from time to time.
- 6. This Council shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
- 7. The Service Provider has assured no dispute or demand will be raised by its employees/ personnel on AICTE and further undertakes that in case AICTE is involved or dragged into any Court of Law/ in any litigation by any employee/ personnel of the Service Provider, the Service Provider will take all appropriate and necessary steps for withdrawing such claims/ demands/ disputes by its employees/ personnel and resolve and settle the same without involving AICTE in any manner, financially or otherwise. The Service Provider has undertaken to pay/ compensate AICTE in respect of cost and expenses incurred by it in countering/ defending such claims/ demand/ disputes and if AICTE is made liable to pay any amount by way of penalty/compensation/ damages due to any court order or otherwise, the Service Provider undertakes to indemnify and compensate the same fully. AICTE shall not be in any manner responsible for any act, omission and commission of the employees/ personnel engaged by the Service Provider.
- 8. The Service Provider shall not assign, transfer, pledge or sub contract the performance of service.

- 9. That on the expiry of the agreement as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.
- 10. The quantity & quality of supplied material must be standardized as prescribed in **Annexure-XII**, if found false or defective the plenty will be imposed by the Engineer-in-charges 10% of the material cost.

13. Terms & Conditions

13.1 Indemnity

- 1. The Selected Bidder shall indemnify AICTE, and shall always keep indemnified and hold AICTE, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against AICTE as a result of:
 - i. AICTE's authorized/ bona fide use of the Services provided by selected Bidder under this RFP; and/or
 - ii. any act of commission or omission, fraud, negligence, breach on the part the selected Bidder and/or its employees in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or
 - iii. claims made by employees, who are deployed by the selected Service Provider, against AICTE; and/or
 - iv. claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees.
 - v. breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RFP/subsequent agreement; and/or
 - vi. any or all Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - vii. breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
 - viii. The acts, errors, representations, misrepresentations, willful misconduct or negligence or gross misconduct attributable to the selected Bidder or its employees under this RFP/subsequent agreement.
 - ix. Loss of data due to selected Bidder provided facility or
 - x. Any deficiency in the services of selected Bidder.
 - xi. Any transaction contemplated under this RFP/ subsequent agreement.
 - xii. The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.
 - xiii. The selected Bidder shall at its own cost and expenses defend or settle at all point of time any claim against AICTE that the Services delivered or provided under this RFP where the Services are used, provided AICTE

notifies the selected Bidder in writing when AICTE becomes aware of the claim; and

13.2 No liability

- 1. All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their remuneration, wages, statutory payments etc., that under no circumstances shall AICTE be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.
- 2. Under no circumstances AICTE shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract.

13.3 Termination of Contract

AICTE reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractors failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with AICTE.

Cancellation of Contract in Full or in Part: AICTE at its sole discretion can terminate the contract at any time during the period of contract, If the Contractor:

- a) At any time makes default in proceeding with the works and observes negligence and continues to do so even after a notice in writing from the AICTE; or
- b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the AICTE; or
- c) Fails in yearly performance evaluation of the service provider/Contractor by AICTE; or
- d) Violates any of the terms and conditions stipulated in the agreement/tender document.
- **Rights of AICTE**: AICTE reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the Contractor for any compensation.
 - a) To terminate the contract without assigning any reason whatsoever.
 - b) To effect recovery from any amounts due to the Contractor under this or any contract or in any other forms, the amount AICTE is statutorily forced to pay to anybody due to Contractors failure to fulfil any of his obligations. AICTE shall levy overheads of 5% on all such payments.
 - c) To get any part of the work done through other agency or deploy AICTE"s own/hired or otherwise arranged resources, at the risk and cost of the Contractor after giving due notice period of two weeks to the Contractor in the event of:
 - (i) Contractor"s continued poor performance
 - (ii) Withdrawal from or abandonment of the work before completion of the work
 - (iii) Contractor"s inability to complete the work as stipulated in the contact
 - (iv) Poor quality of work

- (v) Any corrupt act of the Contractor
- (vi) Insolvency of the Contractor
- (vii) Persistent disregard to the instructions of AICTE
- (viii) Assignment, transfer, sub-letting of contract without AICTE's written permission
- (ix) Non fulfilment of any contractual obligations
- (x) In the opinion of AICTE, the Contractor is overloaded and is not in a position to execute the job as per required schedule
- (xi) If at any stage during contract period, any complex issue arises as a result of major shift in Central/State Govt. Rules & Regulations/notifications and solution to such issues is not rendered herein or such issues which do not find stable solutions for the contractual period within terms & conditions of the Tender/Contract Agreement, AICTE shall have the right to terminate such contract.

13.4 Force Majeure

- 1. The Selected Bidder shall not be liable for forfeiture of its Performance Guarantee, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- 3. Unless otherwise directed by AICTE in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, AICTE and the Selected Bidder shall hold consultations in an endeavor to find a solution to the problem.
- 5. Notwithstanding above, the decision of AICTE shall be final and binding on the Selected Bidder.

13.5 Resolution of Disputes

- 1. AICTE and the selected Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of AICTE and the selected Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- 2. If AICTE and Service Provider are unable to amicably resolve the dispute within sixty days from the commencement of such informal negotiations, either party

may require that the dispute be referred for resolution through formal arbitration.

13.6 Arbitration

- 1. If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement, including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to negotiations for a period of 30 days after which parties can submit the dispute to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall of binding on the parties.
- 2. The sole arbitrator shall be appointed by the mutual consent of both Parties.
- 3. The venue and seat of the Arbitration shall be at Delhi.
- 4. The language of arbitration proceedings will be English only.
- 5. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- 6. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or cease to exist or is terminated or revoked or declared unlawful.
- 7. The Courts at New Delhi shall have exclusive jurisdiction in all matters, concerning this Agreement/ tender including any matter related to or arising out of the arbitration proceedings.

13.7 Governing Law and Jurisdiction

This RFP and subsequent agreement with the Selected Bidder shall be governed and construed in accordance with the laws of India and courts in Delhi will have the exclusive jurisdiction to determine the issues arising out of this RFP.

13.8 Corrupt and Fraudulent practice

- 1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the execution of contract in pursuance of this policy. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in contract execution.
- 2. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of contract to the detriment of AICTE and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive AICTE of the benefits of free and open competition.

- 3. AICTE reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 4. AICTE reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

13.9 Agreement/Contract (As per the scope of this RFP)

The selected Bidder shall execute:

- i. Agreement/ Contract, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by AICTE. The selected Bidder shall execute the Contract within thirty days of the date of Award of Contract, or as intimated by AICTE.
- ii. The stamp duty or any other associated charges to execute the above mentioned document shall be borne by the successful Bidder.

13.10 Liquidated Damages

1. Liquidated Damages and penalty

AICTE expects that the selected Bidder complete the scope of the work as mentioned in section 3 of this RFP and contract timeline of this document within the timeframe specified. Inability of the selected Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalties as briefed under:

S. No.	Violation	Amount of Penalty		
1	Payment of wages from 7th to 9th day of month	1% per day of the payable one month's payments for delayed days.		
2	Payment of wages from 9 th to 15 th day of month	2% per day of the payable one month's payments for delayed days.		
3	Payment of wages after 15 th day of month	2.5% per day of the payable one Month's payments for delayed days.		
4	Delay in payment of Bonus up to due date	1% of the per day of bonus amount.		
5	Non-compliance of any valid written directions of AICTE	Will be decided on case to case basis.		
6	Late deposit of PF or/and ESI with the concerned authorities.	1% per day of the payment of PF or/and ESI dues.		
7	Cleaning services as mentioned in Scope of Work is not found standardized	.5% from percentage service charges		
8.	The quantity & quality of supplied material must be	10% of the Material cost.		

standardized if found	
false or defective the	
plenty will be imposed i.e	

13.11 Insurance

- a) It is the sole responsibility of the Contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work be carried out in protected area and all the rules and regulations of the AICTE in the area of project which are in force from time to time will have to be followed by the Contractor.
- b) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belonging to third party, the Contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities. AICTE will not be responsible for any injury/death caused to the employees provided by Contractor at AICTE. It will be the responsibility of Contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by AICTE in this regard. The workforce deployed by the Contractor should be adequately covered under Personal Accident Insurance Plan and proof will be submitted with AICTE by the Contractor.
- c) The Contractor will take necessary precautions and due care to protect the material while in his custody from any damage/loss due to theft or otherwise till the same is taken over by AICTE. The Contractor will submit necessary documents for lodging/processing of insurance claim. AICTE will recover the loss from the Contractor, in case the damage/loss/theft has taken place due to negligence on the part of the Contractor or its staff. In case of any theft of material under Contractor"s custody, matter shall be reported to Police by the Contractor immediately and copy of FIR and subsequently Police investigation report shall be submitted to AICTE for taking up with insurance. However this will not relieve the Contractor of his contractual obligation for the material in his custody

2. Manpower

- a. Any misconduct / misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to Dy. Director (EMC), AICTE.
- b. The Contractor should ensure to maintain adequate no. of manpower as per **Annexure 'I'** and also arrange a pool of stand-by housekeeping staff. In case any housekeeping staff is absent from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of staff. If the deputed workers found are less than the minimum required as per Annexure 'II' on any day, penalty @Rs.1000/- per worker per day will be deducted from the bill. Payment will be done only for the staff who was on duty and will be restricted

to the salary paid to him/her by the AICTE authorized officer Sign of Tenderer with seal Contractor as per agreement. For absentees payment will not be made.

- 3. **Materials**: Any deviation in the house keeping tools quality & quantity and other resources as mentioned in **Annexure 'XII'** will invoke penalty as decided by the competent authority. In case the contractor has not provided the sufficient amount of equipment's, tools and tackles and requisite materials even after levy of penalty, the AICTE may procure it and deduct the cost from the bills of the contractor
- 4. Thereafter, at the discretion of AICTE, the contract may be cancelled. AICTE also has the right to invoke the Performance Guarantee and/or charge the above Penalties on delay which is not attributable to AICTE and is attributable to the selected Bidder.
- 5. Inability of the selected Bidder to provide services at the service levels defined would result in breach of contract and would invoke this clause.
- 6. Notwithstanding anything contained above, no such penalty will be chargeable on the selected Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to AICTE.

13.11 Information Ownership

All official information processed, stored, or transmitted by manpower deployed by the bidder belongs to AICTE. By having the responsibility to handling the official information by the manpower deployed, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

13.12 Grievance Redressal

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to The Member Secretary, AICTE. It may please be noted that the grievance can be filed by only that Bidder who has participated in proceedings in accordance with the provisions of this RFP.

14. List of Annexures

Annexure I	Manpower Requirement				
Annexure II	Technical Bid Format				
Annexure III	Details of other organizations where similar contracts were undertaken during the last five years i.e. 2015, 2016, 2017, 2018 and 2019				
Annexure IV	Service Certificate				
Annexure V	Conformity letter				
Annexure VI	Bid undertaking letter				
Annexure VII	Letter of Authorization for attending Bid Opening				
Annexure VIII	Technical Bid Evaluation Criteria				
Annexure IX	Financial/ Price Bid Document				
Annexure X	Format of Performance Guarantee				
Annexure XII	Scope of Work				
Annexure XIII	Resources Requirement				

ANNEXURE-I

Manpower Requirement for Mechanized Housekeeping Service on Outsource Basis in AICTE HQs, New Delhi

SI. No.	Categories of employees	Qualification	Timing	Working Days	Number Required
1.*	Supervisor (Housekeeping) (Skilled)	Experience in Housekeeping Management with minimum five years post qualification work experience	7:30 to 16:30	6 days	02 (Two) (one for Administrative Block, Auditorium and one for Guest House)
2.	Sr. Sweeper (Machine operator) (Semi- skilled)	Two years experience of Housekeeping and cleaning machine operation services	7:30 to 16:00	6 days	06 (Six)
3	Sr. Sweeper (Facade Cleaner) (Semi- skilled)	Two year experience in rope access cleaning high rise building	7.30 to 16.00	6 days	06 (Six).
3	Sr. Sweeper for Auditorium in uniform and I – card (Semi-skilled)	With three year experience	8.00 to 5.30	6 days	2 (two)
4	Sr. Sweeper f o r G u e s t H o u s e in uniform and I –card (Semi- skilled)	With three year experience in Guest House / hospitality work	24 x 7 (three shift)	6 days	4 (Four)
5	Sweepers in uniform and I –card (Office Block) (Un- skilled)	With some Housekeeping service experience	7:30 to 16:00 Rotation	6 days	48 (forty-eight) (including 8 ladies)
				Total	68

ANNEXURE-II

TECHNICAL BID (FORMAT)

The online Technical Bid uploaded on CPPP portal shall contain the following proforma on the letter head of the bidder, super scribing "Technical Bid for Providing Mechanized Housekeeping Service on Outsource Basis in AICTE HQs, New Delhi" along with the relevant documents (.pdf format) in sequence:

S. No.	Description		Bidder Response	Page Ref. No. of the document uploaded
1.	 i. Name & Postal Address of PSU/ PSE/ Autonomous Body under Centre/ State Government or reputed Private Agency Contact Nos. Email ID ii. Full Address of Operating/ Branch Office at Delhi/ New Delhi/ NCR with Telephone Number, Fax Number, E-Mail Address 	: : : :	iiiii	i ii
	(Upload self-attested copy of Form-I)		information a Uploaded duly Form-I in .pdf fo	and filled
	Valid Registration no./ License no. for providing Mechanized Housekeeping Service s	:		
2.	issued under Contact Labour Laws of India (Upload self-attested copy of relevant Certificate)		Uploaded in .pdf	format
3.	 i. PAN Number ii. EPF Registration Number iii. ESI Registration Number iv. GST Registration Number v. Contract Labour license Number 			
	(Upload self-attested copy of relevant Certificate)		Mentioned resp registration numb Uploaded relevant .pdf forma	oers and copies in

4.	Details of the turnover for the last five years (Total Business Turnover should not be less than Rs. 25 crores in each Financial Year of which Rs. 10 crores must be from Mechanized Housekeeping Service s) 2015-16 2016-17 2017-18 2018-19 2019-20	: : : :	\ 	to to to to
	(Upload Self attested copies of Balance Sheet, Profit & Loss Statement and IT Returns duly certified by Chartered Accountant)		Uploaded in .pdf	format
5.	 Experience in Handling Green Building Norms at least 2 Green Buildings of not less than 3 Lakhs Sq. feet During last five years, the Bidder should have executed minimum two annual Contracts; each of value more than Rs. 7 crores (Rupees Five Crores) in housekeeping work or four annual Contracts; each of value more than Rs. 5 Crores (Rupees three Crores) housekeeping work per year in Government/ Semi-Government Department/ PSUs/ PSEs/ Autonomous bodies. (Upload detailed information as per Annexure-III) 	:	Uploaded as per Annexure-III in .pdf format	
6.	Service Certificate from client in support of experience for having provided Housekeeping services to minimum five Government / Semi- Government Department/ PSUs/ PSEs/ Autonomous Bodies in each year for the preceding five years as required to satisfy the requirements of clauses (1) to (7) under section 4 Technical Bid in the RFP document. (Upload minimum five Service Certificates per year)	:	Uploaded as per Annexure-IV in .pdf format	to

7.	Details of Demand Draft Number and date towards Earnest Money Deposit of Rs. 8,50,000/- (Eight lacs Fifty thousand only) (Upload scanned copies of respective Demand Drafts)		DD No Dt Bank: Issuing Branch:	
			Uploaded in .pdf	format
8.	An Affidavit duly certified by Notary (i) that the Sole Proprietor/ Partner(s)/ Director(s)/ management of the agency/firm is/are not involved in any Police Case and have never been punished by any Court of Law and (ii) that Sole Proprietor/ Partner(s)/ Director(s)/ management of the agency/ firm has/have never been black listed. (Upload scanned copy of Affidavit)	:	Uploaded in .pdf format	
9.	Agency/Firm of the Bidder should not be associated/connected directly or indirectly with/to any of the Officers or present employees (or their relatives) of AICTE (Upload Self-declaration on the Bidder's letter head)	:	Uploaded in .pdf format	

Declaration:

I, the undersigned, declare that all documents of e-bid as per the above format and as per the requirements under Section 4 of RFP are uploaded on the CPPP portal with each page signed and stamped.

I, hereby, acknowledge that discrepancy, if any, in the responses would result in rejection of my e-bid.

Date:	(Signature of Authorized person
	with seal of the Agency/Firm)
Place:	Name:
	Designation:

ANNEXURE-III

DETAILS OF SIMILAR CONTRACTS UNDERTAKEN DURING THE LAST FIVE YEARS i.e. 2015,-2016,2017,2018 and 2019-2020

(Note: The information should be uploaded on the letter head of Bidder.)

(At least five such manpower contracts are mandatory)

Reference No Dated:20						Dated:2020
S. No.	Year	Name and address of the organization	Annual Value of Contract	Total no. of manpower deployed	Percentage of proficient category of total manpower deployed	Whether Govt./ Semi-Govt. Deptt PSU/ PSE/ Autonomous bod (please specify)
		1.				
1	2019	2.				
		3. and so on				
2						
3						
4						
5						
	annexi Semi-(purpos	are. Copies of jo Govt. Deptt./ PS se of verification	ob orders and p U/ PSE/ Autono n.	articulars of comous body a	e client is uploaded ontact officer in the re uploaded and m	e concerned Govt./ ay be used for the
		ation is correct				sener, the above
	Date: _				(Signature of Au	ithorized person)
	Place:				Name: Designation: Office Address Phone (Office) Seal of the fire):

Annexure-IV

Service Certificate

(to be on the letter head of the clients)

1.	Houseko annual o NOT-SA	eeping Servic contract basis TISFACTORY,	e to this org	anization from formance during t RY/ GOOD/ VERY (provided Mechanized to on he contract period was GOOD/ OUTSTANDING.
2.	value o		tracts and ha		ompleted the following ollowing categories of
	Year	Value of Contract (Rs.)	Total manpower deployed	No. of <i>Proficient</i> category manpower	Percentage (%) of Proficient category of total manpower
	2019				
	2018				
	2017				
	2016				
	2015				
	2014				
	were wa	arned of any o	f their shortco	ς γ.	alties were imposed. contemplated against

Signature of Authorized Signatory Seal of the Client's Organization

Annexure-V

Conformity Letter

Date: DD-MM-YYYY

Member Secretary, All India Council for Technical Education, Ministry of Human Resource Development, Nelson Mandela Marg, Vasant Kunj NewDelhi-110070
Sub: RFP ID No Dt2020
Sir,
Further to the proposal dated in response to Request for Proposal ID No.: dated hereinafter referred to as "RFP") issued by All India Council for Technical Education ("AICTE"), the undersigned hereby covenants, warrants and confirms as follows:
I, the authorized signatory on behalf of M/s hereby agrees to comply with all the terms and conditions/ stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP issued by AICTE. AICTE is not bound by any other extraneous matters or deviations, even if mentioned by me elsewhere either in this proposal or any subsequent deviations sought by me, whether orally or in writing, and AICTE's decision not to accept any such extraneous conditions and deviations will be final and binding on the firm.
I hereby confirm the <i>percentage of service charges</i> as quoted in the Financial/ Price Bid (Annexure-IX) and shall adhere to the Payment terms specified in RFP.
Yours faithfully,
Authorized Signatory (with sign and stamp)
Designation Bidder's corporate name

Bid Undertaking Letter

Date: DD-MM-YYYY

To,

Member Secretary, All India Council for Technical Education, Ministry of Education, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

Sir,									
REF: Your RFP	No.:		date	d					
Over and abov	ve all	of the	earlier	con	formations ar	nd submissi	ons as	per y	our/
requirements	of th	ne RF	P, I,	the	authorized	signatory	on	behalf	of
M/s.				here	eby confirm th	at,			

- 1. Having examined the Request for Proposal including all annexure and appendices, the receipt of which is hereby duly acknowledged, the undersigned offers to provide *Mechanized Housekeeping Services on outsource basis for All India Council for Technical Education, Headquarters* in accordance with the 'Request for Proposal'.
- 2. The undersigned undertakes to comply with the timeline schedule as mentioned in the RFP.
- 3. The undersigned agrees to abide by the offer validity of the Percentage of Service Charges to be charged, for 90 days from date of submission of this bid and the offer shall remain binding on the bidder and may be accepted by AICTE any time before expiry of the offer.
- 4. Percentage of Service Charges have been quoted on total remuneration excluding ESI, EPF, Bonus and GST (as applicable from time to time) as requested by AICTE in RFP and the bidder stands committed to deliver to the highest standards and quality as required by AICTE to meet the timelines as mentioned in RFP.
- 5. It is confirmed that all costs and expenses have been factored in, for meeting the complete scope of the RFP.
- 6. The Bidder undertakes that in competing for and if the award is made, in executing the Contract, the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988" would be strictly observed.
- 7. The Bidder undertakes that the firm has not been blacklisted by any Government/ Semi-Government department/ PSUs/ PSEs/ Autonomous Bodies/ Banks in India.
- 8. The Bidder has clearly understood requirements of AICTE and this RFP and confirms that terms and conditions of the RFP and addendums issued thereafter would strictly be abided with.

- 9. The Bidder confirms that neither the firm nor any of the Director(s)/ Partner(s)/ Management/ Sole Proprietor is/are involved in any litigations in official statute in regard to the subject of this RFP.
- 10. The Bidder confirms that the firm is not associated/connected directly or indirectly to/with any of the Officers or present employees (or their relatives) of AICTE.
- 11. The Bidder certifies that all the information as requested by AICTE in the format has been provided.
- 12. In case of any document found to be false/fake/ incorrect, AICTE is free to take action against the firm as deemed fit.

1.1.
ted thisby20

Authorized Signatory (with sign and stamp)

Name:

Contact Person:

Phone No.:

Fax:

E-mail:

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Annexure-VII

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING (To be produced at the time of opening of the Bids)

Date: DD-MM-YYYY

To, Member Secretary, All India Council for Technical Education, Ministry of Education, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070
Subject: Authorization for attending bid opening on
REF : Your RFP No.: dated
Sir,
Mr./ Mrs./ Ms, (name)(designation) is hereby authorized to attend the Technical/ Financial Bid opening for the tender mentioned above on behalf of M/s (the Bidder), whose specimen signatures are attested as under:
Name:
(Specimen Signature of the representative)
Attestation
Signature of Authority Name: Designation Bidder's Firm Seal

Annexure-IX

FINANCIAL/ PRICE BID DOCUMENT

AICTE has worked out the requirement (in Section 3 of the RFP) to be deployed in its Headquarters at Nelson Mandela Marg, Vasant Kunj, New Delhi

The successful Bidder is required to pay the remuneration, as per Delhi Govt. Minimum Wage Act, on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in AICTE during the contract period.

Pest Control and other required material for day to day cleaning work including the rent of equipment's i.e. Machinery, tools and tackles will be added as prescribed in Price Bid (.EXEL) Sheet.

AICTE will bear the expenses towards employer contribution in respect of ESI, EPF and taxes, as per Rules applicable from time to time.

The Bidder is required to submit the Financial/ Price Bid **strictly** in the Excel sheet in Price-bid and other details following format:

	Name & Postal Address of PSU/ PSE/ Autonomous Body under Centre/ State Government or reputed	
1.	Private Agency	
	Contact Nos.	
	Email ID	
	Full Address of Operating/ Branch Office at Delhi/ New	
2.	Delhi/ NCR with Telephone Number, Fax Number, E-Mail	
	Address	
3.	Tel. No.	
4.	Address of Operating Branch in Delhi	
	Contact Person (Duly authorized)	
5.	Contact Number	
	Email ID	
6.	Percentage of Service Charges (%) (up to two decimal	
	point only) quoted by the agency to provide Manpower of	In Excel File
	various categories	

(The BOQ template must not be modified / replaced by the bidder and the file should be uploaded in same format as of original **BOQ file(.xls)** after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder's Name and Values only.)

Date:	(Signature of Authorized person
	with seal of the Agency/ Firm)
Place:	Name:
	Designation:

Annexure-X

FORMAT OF CONTRACT PERFORMANCE GUARANTEE

Note:-

- 1. This guarantee has to be furnished by a Nationalized Bank to issue a Bank Guarantee. AICTE reserves its rights to reject the Bank Guarantee if the same is not in the specified format.
- 2. The Bank Guarantee should be furnished on Stamp paper of value of not less than Rs. 100/-.
- 3. The stamp papers should be purchased in the name of Bank executing the guarantee.
- 4. The validity of Performance Guarantee should be up to 06 months after the expiry of validity of Contract and such other extended period as AICTE may decide.

5.	decide. Any deviation in t		ot be acceptable.
Bank Gı	ıarantee No.:		Date: DD/MM/YYYY
То			
]	Member Secretary All India Council for T Nelson Mandela Marg NewDelhi-110070		ion
Sir,			
1.	hereinafter referred to the context or rein favour of M/s hereinafter referred unless repugnant a Contract, herein terms and condition Nodate accepted by the agreed to provide entire "Contract" contract equivalent	red to as the AICT meaning, thereof red to as the SE to the context or nafter "referred ons set out interacedas w(In word SERVICE PROVICE PR	COUNCIL FOR TECHNICAL EDUCATION E, which expression shall, unless repugnant include its representatives, having awarded having registered office at having registered office at RVICE PROVIDER, which expression shall meaning thereof include its representatives as the CONTRACT" for the on the half of the half of the half of the having been unequivocally and the same having been unequivocally the same having the same having the same having been unequivocally the same hav
2.			(Address) hereinafter referred to as unless repugnant to the context or meaning

thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay AICTE merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the SERVICE PROVIDER by reason of any breach by the said SERVICE PROVIDER of any of the terms and conditions of the said CONTRACT including non-execution of the "CONTRACT AGREEMENT" to the extent of 10% of the total contract value at any time upto ______ (day /month/ year). Any such demand made by AICTE on the bank shall be conclusive and binding, absolute and unequivocal not withstanding any disputes raised/ pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to AICTE is fully paid and claims satisfied or till AICTE discharges this Guarantee.

- 3. The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by the SERVICE PROVIDER by reasons of nonfulfilment of any of the obligations laid out under RFP.
- 4. AICTE shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the SERVICE PROVIDER. The Bank shall not be released from its liabilities under these presents by any exercise of the AICTE of the liberty with reference to the matter aforesaid.
- 5. AICTE shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SERVICE PROVIDER and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the RFP or any other course or remedy or security available to the AICTE and the BANK shall not be released of its obligations/ liabilities under these presents by any exercise by the AICTE of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of the AICTE or any other indulgence shown by the AICTE or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the AICTE.
- 6. The Bank further agrees that the decision of the AICTE as to the failure on the part of the SERVICE PROVIDER to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the AICTE hereunder shall be final, conclusive and binding on the BANK.
- 7. The Bank also agrees that the AICTE shall be entitled at his option to enforce this guarantee against the BANK as a principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the SERVICE PROVIDER's liabilities.
- 8. The Bank will not be absolved of its liability due to the change in the constitution of the BANK or the SERVICE PROVIDER(S).
- 9. Notwithstanding anything contained herein:

	i. ii. iii.	this bank guarantee shall be valid we are liable to pay the guaranteed	ntee shall not exceed(in words) upto; and d amount or any part thereof under this you serve upon us a written claim or
		curn of this document to us by any wever, extinguish our liability as on	person before the aforesaid date will, the date of return.
WITNESS	SES:		
		with name in Block I with designation)	Signature (Printed Name) Designation Staff Code No. Bank's seal
		with name in Block l with designation)	Attorney as per power of Attorney No.

Dated

Annexure - XII

SCOPE OF WORK

Area of work:

All open and covered area within the boundary of the AICTE Campus 05 Acrc including Guest Houses, Auditorium will be in the scope of Mechanized housekeeping services to be provided by the contractor

Cleaning Services:

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. The contractor and his management team will supervise the awarded work. The Contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by the AICTE, Officials.

General Instructions:

- 1. Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full.
- 2. Covered Trolleys should be used for transportation. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers.

General Requirements and Documentation

- Organizational structure and line of authority
- Mechanized Housekeeping manual and all SOP (Standard Operating Procedures)
- List of equipment used
- Description for each category of Mechanized housekeeping & Arboriculture
- Maintaining records / details of
 - a) Complaint Book
 - b) Duty Roster / Deployment Sheet of Housekeeping
 - c) Inventory of Stores
 - d) Accident / theft Register
 - e) Logs and checklists

The Contractor shall undertake all types of work viz, cleaning, dusting, toilet cleaning, etc., in general and the following works in particular.

DAILY WORK:

- a) Dusting and cleaning of rooms, corridors, toilets, stair-cases, parking area and services area in basements
- b) Wet mopping of corridors with necessary detergents.
- c) Dusting of stairs and railings.
- d) Cleaning of toilets with toilet cleaners and deodorants etc.
- e) All toilets in the premises and other areas should be cleaned every hour.
- f) Collecting wastes and garbage and deporting it to the approved dumping areas.
- g) Such other cleaning or up keeping work as may be entrusted by the competent authority.
- h) Council will provide only required quantity of water for cleaning.
- i) Auditorium Cleaning
- j) Guest House Cleaning

EMERGENCY WORK

- 1) Cleaning and removing of Blockage in pipes in toilets and building premises.
- 2) Auditorium Cleaning on any program/function day

WEEKEND WORK:

The deep cleaning of the entire area will be done by the Contractor once a week as under:-

- 1) Dusting of entire area including windows / windowpanes/ doors / ledges / elevation frames etc.
- 2) Cleaning of ceilings and high walls, removal of wash / spit stains on walls, cleaning of roofs, porches etc.
- 3) Cleaning of sanitary fittings, toilet drain pipes etc. in the toilets with standard cleaning material.
- 4) Cleaning of all windows glasses and grills with detergent/ cleaning agents.
- 5) Washing of roads, lawns, paths etc with High Pressure Jet machine or as per requirement/direction of AICTE officials.
- 6) Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- 7) The Tenderer will make a cleaning program and submit to Officer-In-Charge of housekeeping AICTE for weekly cleaning so that AICTE concerned official / In

charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

- 8) The Contractor will cover all the specified area in the scope of work.
- 9) The Contractor will provide the duty register to officials of AICTE as required.
- 10) The Contractor will maintain a record of all weekly services and submit.

(C) Pest and Rodent Control Services

- 1) The Contractor shall take effective measures for Rodent and Disinfection Services including fogging etc. in the area under contract.
- 2) The Contractor shall use chemicals that are harmless to humans and machines and treated area. Material Safety Data Sheet (MSDS) report of these chemical be attached. These chemicals, tools required for pest and rodent control and manpower needed has to be arranged by the contractor himself.
- 3) The Contractor will be responsible for any damage to human/machinery by any chemicals used by him. Any damage caused to machinery/books due to rodent and disinfection services in the areas covered under contract shall be made good by the Contractor.
- 4) The Contractor will submit a detailed plan for carrying out the Pest and Rodent Control Services for the approval of AICTE. Frequency of the services will be as per the requirement or as decided by the Administration or Engineer-in-charge.

(D) Mechanized Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor:-

1. Toilets Checklist

This is to be attached on the back of the toilet door. It is to be filled up by supervisor/Housekeeping staff on hourly daily. All the toilets shall be cleaned and made fit for use by 8.45 a.m. on all working days. In the areas in the office which are to be cleaned daily, the first cleaning operation in all aspects shall be completed and made fit to use by 8.45 a.m. All periodical operations shall be executed continuously even after the closing time / normal office hours i.e. upto 6.00 p.m. Care shall be taken that the cleaning operation does not obstruct the use of toilets for a very long time. The common toilets in the office, urinals, commodes, wash basins, mirrors, tap fittings etc. shall be cleaned four times daily. The workers/ attendants employed for cleaning and supervision of toilets should be adequate in number and cater to the needs of daily cleaning and should have equitable ratios according to the number of gents and ladies toilets. The ladies toilets have to be cleaned necessarily by Female Staff only.

2. Management / Mechanized Housekeeping Service Requirements/ Complaints Report

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site on a computer and should be reported to Caretaker/Supervisor or any other designated official.

3. Housekeeping Services Complaint Register

This register is to be completed on the basis of information received by the Housekeeping Manager from AICTE officials through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/fax/e-mail, verbal complaints from AICTE, etc. and necessary action is to be taken.

ADDITIONAL SCOPE AND PARTICULAR CONDITIONS

In case of any differences, these particular conditions of Contract shall supersede the General

Conditions of Contract. The services shall be provided round the clock on all days including holidays.

The services include:

- (i) Cleaning of the whole premises including toilets and
- (ii) Wet moping of covered areas.
- (iii) Cleaning of window panes and door panels.
- (iv) Cleaning and dusting of furniture and fittings.
- (v) Vacuum Cleaning of all Carpets, blind and upholstered
- (vi) Any other work within the scope of the specialized

1. GUEST HOUSE

- 1. Maintenance and cleaning on daily basis of all the rooms (with toilet cum bath), kitchen, dining hall, glass window pane, venation blinds and all fixtures/furniture at the Guest House including the office/meeting rooms on the ground floor/first floor and other rooms belonging to the Guest House, shall be the duty of contractor. A status report on day to day basis will be maintained by the supervisor as a permanent record and may be sent to the office daily.
- 2. Bedroom linen and Bathroom towels shall be changed

- 3. Floors of the rooms and corridor/wings will be cleaned daily, Cleaning of sofa set, covers, curtains will also be done on monthly/quarterly basis
- 4. The contractor at his own expense shall arrange all consumable and cleaning materials for cleaning and dry cleaning. Mosquito repellent, anti-mosquito spray/fumigation, rodent and pest control, fly/ultrasonic repugnant, etc., shall be done
- 5. Bathroom/toilet shall be cleaned thoroughly every day and mopped
- 6. The contractor shall ensure overall general maintenance, like drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins). To ensure that managers/ Supervisors are sufficiently trained and equipped with mobile phones.

3. UNDERGROUND & OVERHEAD WATER TANKS

The Contractor shall clean & disinfect the Under Ground & Overhead Tank periodically after emptying the water from the tanks as per instruction of AICTE. The Contractor's quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

4. TERRACE CLEANING

The Contractor shall clean the terrace periodically as per instruction of AICTE quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

IMPORTANT:

Every care has been taken to cover all important scopes, aspects, areas requiring Housekeeping services, these are, however, not exhaustive and if deemed fit, Dy. Director (EMC), AICTE may add additional scope of work, for which no additional payment whatsoever on any account will be made.

Annexure - XIII

RESOURCES REQUIREMENT

A. THE CONTRACTOR HAS TO PROVIDE THE FOLLOWINGS:

ALL DUST BINS AND COLOURED WASTE DISPOSABLE BAGS

- 1. ALL THE CLEANING MATERIAL, SOAP SOLUTIONS, ROOM FRESHENERS, NAPHTHALINEBALLS, DISINFECTANTS, DEODORANTS, ANY OTHER ARTICLES/SOLUTION/CHECMICALAS MENTIONED IN THIS TENDER DOCUMENT WILL BE PROVIDED BY THE CONTRACTOR.
- 2. All the manpower, equipment's, tools and tackles their accessories /refills pertaining to housekeeping services will have to be provided by the contractor.
- 3. The contractor has to provide supervisory and management support by his own staff to get the maximum output from the force deployed at the AICTE Campus. Teaching and training to the Housekeeping staff has to be done by the contractor. The man and all materials needed for the management of the staff will be the responsibility of the contractor. The AICTE will only pay the management fee or service charges.
- 4. For Pest and rodent control the contractor has to procure manpower, equipment and chemicals. The AICTE will only pay for the services.
- 5. Following equipment's, tools and tackles are minimum and mandatory to be provided to the housekeeping staff by the contractor. These numbers, however, can be increased as per requirement but payment will only be done as per financial bid. Minimum No. of Equipment's, tools, tackles etc have to be maintained in the Campus at all times. A record of all these items should be kept by the Supervisor. All these equipment's may be inspected by designated AICTE official at any time.
- 6. The number of Manpower may be increased or decreased as per requirement of the AICTE, but rate of manpower will remain the same as per financial bid.

B. LIST OF EQUIPMENTS & SPECIFICATIONS

(ALL MACHINES, TOOLS & TACKELS SHOULD BE BRAND NEW)

S.no	Types of machine & Specifications	
	Machine : Single Disc Scrubbing Machine	3
1	Scrubbing Width 43 cm to 45 cm.	
2	Brush Speed Minimum 165 RPM	
3	Tank capacity 10 -15 Liter	
4	Nominal consumption 1100 Watts	
5	Noise level not more than 57 db	
6	Double safety lock to ensure safety	

7	Vacuum Unit and Suction Skirt facility should be available	
8	Machine can perform several duties ie: polishing, buffing, cristlization, stripping etc.	
	Machine:- Battery Operated Auto Scrubber Drier	3
1	Working width 43 cm	
2	Squeegee width 69 cm	
3	Fresh & Dirty water tank 40-50 liter	
4	Brush Pressure 40 to 43 Kg	
5	Squeegee - V shaped	
6	Nominal consumption 900 W to 1000 W	
7	Rated Voltage 24 V	
8	Battery Capacity -50-70 Ah/C5	
9	Poductivity - 1290 - 1350 square meter per hour	
	Machine:- Battery Operated Ride On Scrubber Drier	1
1	Working width 55cm	
2	Squeegee width 63 cm	
3	Productivity - 3000 - 3200 m2 / tank	
4	Cleaning speed <5.5 km/h	
5	Fresh & Dirty tank capacity 75 to 80 liters	
6	Noise level <70dB (A)	
7	Rated Voltage 24V	
8	Machine should be equipped with Intelligent sprayer system for cleaning and disinfection in one go.	
	Machine:- High pressure jet	4
1	Should have a Total Stop System,	
2	The motor pump should have Three ceramic pistons brass pump	
3	Should have Glycerine pressure gauge	
4	The machine should have an option of sand blasting.	
5	Delivery rate should be between 650 to 700 l/h	
6	Machine dimension should be of 59 x 37 x 87 cm	
7	Motor should be of 4 HP	
8	Operating voltage should be 240 V ~ 50 Hz	

	Machine:- Ride On Sweeper (Battery operated)	2
1	Cleaning path with 1 side broom 1070 = m ² /h 9680	
2	Forward Speed 0-7.7 KM & Backward Speed 0-4.5 KM	
3	24V -240 Ah heavy duty battery, 1500 cycles should be 219 Kg	
4	Hopper Tank Capacity 85 to 95 liters	
5	Should be able to cover an area of 10,000 sq mtr per hour.	
6	Acoustic power level should be Lwa = 87,45 Db	
7	Height including driver seat 1250 to 1300 mm	
8	Motor model should be MP 100S IP 20 - 24 V - 1200 W - 1,2 Kw	
9	Should have low noise not more then 80 Db. Thus ensures low noise.	
	Machine:-Steam Cleaner	2
1	Exit Temperature of Nozzle 70-75oC	
2	2000 W- 230/240V-50Hz	
3	Machine Dimension 47.5 x 32.5 h 34 cm	
4	Steam Chamber Temperature 145oC to 155oC	
5	7-8 kg	
6	4-5 bar	
	Machine:- Wet and Dry Vacuum Cleaning	4
1	Tank capacity 70-80 liter	
2	230 V ~ 50Hz Voltage	
3	23.5 kPa vacuum	
	Machine : Foam Generator	2
1	Tank capacity 1.7 gallon	
2	Power 230 V	
3	Sound Level 62 DB (A)	
4	Carpet drying time 30 minutes.	

B-(A) TOOLS & TACKLES

S.No.	Description	Number required
2	WET/DRAY VACCUM CLENAR	03

4	WRINGER TROLLEY	06
5	GADDY BASKET	10
6	GLASS / WASHROOM CLENING KIT	10
7	WET MOPS KENTACKY COLOR CODE Made with Fresh/Virgn	Minimum 15
8	WET MOPS ROUND (FOR BATH ROOMS)	Minimum 15
9	SWIPING BRUSH (DRY DUST CONTROL MOPS) (Flat moped 50 CM telescopic pole 1. 4 with swivel base)	Minimum 8
10	HARDROOMS FOR FROUND SWEEPING	Minimum 8
11	Nylon scrubbers, dusters, hard and soft brooms, buckets,	As per
12	Equipment's for Pest Control and Rodents Control	As per standard
13	Aluminum Ladder 30 feet and 15 feet	01 each

The minimum Numbers of items given above is to be kept maintained by replacement whenever required. In case if these equipment's are not able to ensure an effective. Efficient and timely Mechanized housekeeping management in the AICTE Campus the Contractor will have to increase the numbers as per the requirement, no payment whatsoever will be made for these additional quantities.

The following quantities of cleaning material and aids for a month shall be procured by the Contractor and shall be stored in the store room and issue to the staff on daily basis as per requirement. The Consumables to be used are to be got approved by AICTE Authorities. Records shall be maintained which shall be opened to the inspection by AICTE Authorities.

LIST OF CLEANING MATERIALS & AIDS (Monthly Requirement)

S.N	Description	Qty	S.N.	Description	Make	Qty	
1	Dust Control refill	20 no.	11	Floor Cleaner	Eculab/TASKI/ Equivalent	150 Ltr	
2	Kent mop refill	200 no	12	Bathroom Cleaner	Eculab/TASKI/ Equivalent	50 Ltr	
3	Detergent	50 k.g	13	Multipurpose Cleaner	Eculab/TASKI/ Equivalent	100 Ltr	
4	Vim	50	14	Furniture Polish	Eculab/TASKI/ Equivalent	25 Ltr	

5	Multi cleaner Solution	30 Ltr 15		Toilet Cleaner	Eculab/TASKI/ Equivalent	80 Ltr	
6	Room Spray (Premium)	10 Bottles	16	Stainless Steel Polish	Eculab/TASKI/ Equivalent	10 Ltr	
7	Auto Spray	50 no.	17	Hand Wash	Eculab/TASKI/ Equivalent	50 Ltr	
8	Odonil	200	18	Pest Control Chemicals	Standard	As per requireme nt	
9	N. Balls	5 K.G.	19	Granite / Marble Polish	Eculab/TASKI/ Equivalent	As per requireme nt	
10	Toilet Paper & Napkins (Premium Brand)	As per require ment	20	Hand Sanitizer	Eculab/TASKI/ Equivalent	50 Ltr.	
11	Viex 256 - Sanitizer 200 ltr.		21	Room / Floor Sanitizer	Eculab/TASKI/ Equivalent	50 ltr.	

Note: Aforesaid quantities are not exhaustive and may vary depending on requirement. If the above articles are not able to ensure an effective, efficient and timely Mechanized housekeeping service management in the AICTE Campus, the Contractor will have to provide additional items as per requirement. No extra payment whatsoever will be made for these additional quantities.

8. Uniforms of housekeeping staff, Mask and other preventive material, I-Cards, Covered trolleys, dustpans, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. to be provided by the Contractor as per requirement.

Appendix - A

Total Area of Campus 05 Acrc

Basement: 16733.74 Sq meter.

Ground Floor, First floor, Second floor and third floor: Plinth Area 14682 Sq meters in total.

Ground Floor Consisting of:

a. Rooms: 35

b. Toilets: 08 nos.

c. Corridors: 04 nos. with staircase

First Floor Consisting of:

a. Rooms: 44 no

b. Toilets: 09 nos.

c. Corridors: 04 nos. with staircase

Second Floor Consisting of:

- a. Rooms: 33 no. (Including CM/VCM/MS plus Conference Hall, Board Rooms plus three Meeting Rooms, Waiting Halls, one pantry service at Wing 1,)
- b. Toilets: 11 nos.
- c. Corridors: 04 nos. with staircase

Third Floor Consisting of:

- a. Server Room twenty
- b. Records Rooms
- c. Library
- d. 33 Rooms including Pantry service, dinning hall
- e. Corridors: 04 Nos. with staircase
- f. Toilets: 8

Auditorium Block Capacity - 740

- a. Toilets: 13 nos.
- b. Corridors: 02 nos. with staircase

Guest House

- a. Rooms: 20 (including 4Nos. Suits)
- b. Toilets: Attached with each rooms.
- c. Corridors: 03 nos. with staircase
- e. Dinning hall and cooking area

**** Road and Open Area around Building is = 8700 Sq. Mtr.

**** Total covered Facade glass & granite area will be 11300 sq.mtr (approximate), ie. 4000 sq. mtr. structural glazing and 7300 sq. mtr. granite area.

FINANCIAL BID

NIT No: 101/AICTEHQ/EMC/HKA/2020-21

Dated:

For providing services of "Mechanized Housekeeping Service (Including Internal and External Conservancy) at AICTE, Hq. Building, Nelson Mandela Marg, Vasant Kunj, New Delhi". at O/o AICTE, New Delhi

- 1. Name of tendering Company/ Firm:
- 2. Service Charges: The Tenderer shall be required to download *.xls sheet from cover-2 of this tender from CPP Portal portal and quote service charges, Pest Control and Material cost including rent of machinery in figures and the same is to be uploaded.

Below is the format of the financial bid.

S. No.	Item Description	Qty	Units	Minimum wages per day per person, including VDA as on date (in Rs.)	EPF contributi on by Employer @ 13% (in Rs)	ESI contribu tion by Employ er @ 3.25% (in Rs)	Percentage of Service Charges in Figures (excluding service tax) To be entered by the Bidder (as a % of column 5)	Percentage of Service charges in words entered by the Bidder	Amount of service charges per day per person (in Rs.)	Bonus 8.33% of Wages	Wages per day per person in Rs. Including EPF and service charge (in Rs.) (excluding service tax) (Column5+ Column6 +Column9+Column10)	GST @ 18% as currently applicable (in Rs.) (calculated on column11)	Wages per day per person including EPF, service charge and Service tax (in Rs.)(Column11 + Column12)	TOTAL AMOUNT for each category of manpower Column (3) x Column (13)
1	2	3	4	5	6		7	8	9	10	11	12	13	14
1	Trained housekeeping sweepers in uniform and I –card (Semi- skilled)	18	Man Day	Auto filled(not to be edited)	Auto filled(not to be edited)		To be filled by bidder	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)
2	Supervisor (Housekeeping) (Skilled)	2	Man Day	Auto filled(not to be edited)	Auto filled(not to be edited)		To be filled by bidder	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)
3	Providing Unskilled manpower	36	Man Day	Auto filled(not to be edited)	Auto filled(not to be edited)		To be filled by bidder	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled(not to be edited)	Auto filled (not to be edited)
4	Machines, Tools, Equipment & Consumables Charges (Amount per month)	1	Lumsum											To be filled by bidder

		Pest And Rodent Control Services (Amount per Month)	1	Lumsum										To be filled by bidder
														Auto filled
														Auto filled
														Auto filled
		Total in Figures												Auto filled
Quoted Rate in Words									Auto filled(1	not to be edited)				