

NGT/PB/55/GA/2020/114
National Green Tribunal
(Principal Bench)

**Faridkot House,
 Copernicus Marg
 New Delhi-110001**

Dated: 11th Feb , 2020

CIRCULAR

Sub: Notice inviting Tender for sanitation and housekeeping services at National Green Tribunal (PB), New Delhi during 2020-21.

The undersigned is directed to forward a copy of notice inviting tender for contract of sanitation and housekeeping services at National Green Tribunal, Principal Bench, New Delhi for giving wide publicity.

This issues with approval of the Competent Authority.

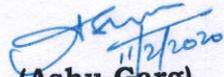

 (Ashu Garg)
Registrar General


To

1. Director, (PL) MoEF&CC, Indra Parayavaran Bhawan, New Delhi-110003 with the request to get the tender notice uploaded on Ministry's Website, on Central Public Procurement Portal at www.eprocure.gov.in, on GeM.
2. Computer In-charge, NGT to upload NIT on Website of NGT.
3. Notice Board of NGT.

Copy to:-

1. PPS to Hon'ble Chairperson
2. PA to Ld. Registrar General/NGT
3. Guard File


 (Ashu Garg)
Registrar General


**NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, FARIDKOT HOUSE,
COPERNICUS MARG, NEW DELHI-110001**

**NOTICE INVITING TENDER (NIT) FOR CONTRACT OF SANITATION AND
HOUSEKEEPING SERVICES AT NATIONAL GREEN TRIBUNAL, PRINCIPAL,
FARIDKOT HOUSE, NEW DELHI-110001.**

NIT NO. NGT/PB/55/GA/2020/114

DATED: 11th February, 2020

INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1. Tenders are invited by National Green Tribunal, Principal Bench, Faridkot House, New Delhi (hereinafter referred to as Principal Employer) for Sanitation and Cleaning (Mechanized) House Keeping Services for a period of **one year** under which the agency awarded the contract (hereinafter called the service provider) shall provide uniformed trained personnel (20 Safai Karamcharis and 01 supervisor) for Sanitation and Housekeeping of the building, equipment, materials, as specified in the SCOPE OF WORK (Annexure-II) in office premises at National Green Tribunal, Principal Bench, Faridkot House, New Delhi (hereinafter referred to as the 'premises') as per following schedule:-

1.	Estimate of Cost tender	:	Rs. 65,00,000/-	
2.	EMD	:	Rs. 1,30,000/-	
3.	Last Date & Time for submission of bids	:	05/03/2020	by 3:00PM
4.	Opening Date & Time for Technical Bids	:	11/03/2020	at 4:00 PM
5.	Opening Date & Time for Financial Bids	:	20/03/2020	at 4:00 PM

1.2. The Detailed NIT Bid form and necessary information may be accessed/download from the NGT website <http://www.greentribunal.gov.in>. and www.eprocure.gov.in.

2. DOCUMENTS ACCOMPANYING NIT:-

2.1 Contents of documents.

2.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Sanitation and Housekeeping Services. This is accompanied by:-

- (a) Tender form for providing Sanitation/House Keeping services (Annexure-I)
- (b) Scope of Work (Annexure-II)
- (c) Details of area to be cleaned and Manpower required (Annexure-III)
- (d) Undertaking (Annexure-IV)
- (e) Check list for Technical Evaluation of Bidder for Sanitation/Housekeeping services (Annexure-V)
- (f) Financial Bid in the prescribed form (Annexure-VI)
- (g) Form of Bank Guarantee for Performance Security (Annexure-VII)
- (h) Form of Agreement (Annexure-VIII)

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

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



2.2. Clarification of NIT:-

2.2.1 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he may seek clarification from the Office of Officer-in-Charge, General Administration Branch, National Green Tribunal, Principal Bench, Faridkot House, New Delhi (Tel no. 011-23043552/533) not later than two days before last date of submission of bid. Any such clarification, together with all details on which clarification had been sought, will be published for information of all concerned at the website <http://www.greentribunal.gov.in>. www.eprocure.gov.in.

2.2.2. Except for any such clarification given by the Principal Employer, as described in preceding para which is expressly stated to be an addendum to the tender document issued by the Office of Officer In charge, General Administration Branch, National Green Tribunal, Principal Bench, Faridkot House, New Delhi, no written or oral communication, presentation or explanation by any other employee of the Principal Employer shall be taken to bind or fetter the Principal Employer under the contract.

3. ELIGIBLE BIDDERS:-

3.1 In order to be eligible a bidder must possess a valid ISO certification; and

3.2 Must have been providing similar services for at least last three consecutive years and having annual average turnover of Rs. 1 crore or more during the last three financial years in the audited accounts, from such business. The work experience should not be less than one year.

4. QUALIFICATION OF THE BIDDERS:-

4.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory of the bid to commit each member of the Partnership/Consortium/Joint venture/Company; except in the case of an individual or sole proprietary concern.

4.2 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership/Company.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge of the services and such authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm/company;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

4.3 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture/company or consortium, full details of ownership and control of each member thereof.

4.4 Bidder or members of a partnership, joint venture/company or consortium shall submit a copy of PAN Card issued under Income Tax Act.

4.5 Bidder must submit copies of all eligibility documents required, duly self-attested, along with technical bid of the tender.

4.6 Each Bidder (each member in the case of partnership firm/joint venture/consortium/company) and his associate, if any, is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of the contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Principal Employer or any authorized representative on his behalf subsequently finds to the contrary, the Principal Employer reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

4.7. Canvassing or offer of an advantage or any other inducement by any person



with a view to influencing acceptance of a bid will be an offence under Laws of India. Such conduct will result in the rejection of bid, in addition to other punitive measures.

5. ONE BID PER BIDDER:-

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

6. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Principal Employer will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process.

7. VISIT TO DEPARTMENT:-

The bidder, if his tender is accepted, shall be obliged to provide sanitation and housekeeping services to the premises and is therefore advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the premises and is aware of the operational conditions prior to the submission of the Bid.

8. SUBMISSION OF BIDS:-

8.1. Language.

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

8.2. Documents Comprising the Bid.

8.2.1. Tender document issued for the purposes of tendering as described in Clause 2.1.1 and any amendments issued shall be deemed as incorporated in the Bid. **All pages of tender to be submitted must be numbered.**

8.2.2. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid accompanied by all supporting documents in two separate sealed covers (one Technical Bid with EMD and Second Financial Bid) and dropped in the Tender Box placed outside R&I section of NGT marked as Technical Bid and Financial Bid or sent by Regd. post addressed to "the Ld. Registrar General, National Green Tribunal, Principal Bench, Faridkot House, Copernicus Marg, New Delhi-110001."

8.2.3. The Bid Security (Earnest Money Deposit) for an amount of **Rs. 1,30,000/-** (Rupees One lakh thirty thousand only) in the form of an Account Payee DD/pay order FDR or Bank Guarantee issued after the date of publication of NIT from a Nationalized Bank payable at New Delhi in favour of the Registrar General, National Green Tribunal, New Delhi may be enclosed with the Technical Bid.

8.2.4. The Bid Security shall be submitted along with Technical Bid as mentioned in para 8.2.3.

8.2.5. The Bidder shall furnish the details regarding total number of works completed in preceding three years, which were similar in nature and as in the present contract requiring supply of trained man power to provide Sanitation and Housekeeping at National Green Tribunal, Principal Bench, Faridkot House, New Delhi.

8.3. Bid Amount:-

8.3.1. Bidder shall quote the rates for the entire contract (in Annexure-VI) as such that the Tender price covers service provider's all obligations mentioned or to be reasonably inferred from the Tender document in respect of the sanitation Services at National Green Tribunal, Principal Bench, Faridkot House, New Delhi.



This includes all the liabilities of the service provider such as cost of uniform and identity cards of personnel deployed by the service provider and all other statutory liabilities (like Minimum Wages & Bonus, ESI, PF contributions, service charges, all kinds of taxes etc.).

8.3.2. Bidder shall include the **cost of consumables and maintenance and repair charges of equipment** used by the service provider for sanitation services. The bidder shall also take into account **cost of machinery/equipment** required for undertaking the task assessing the numbers commensurating with the scope of work.

8.3.3. Conditional bids/offers will be liable to be summarily rejected.

8.4. Form of Bid:-

8.4.1. The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is a company/ partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of bid shall be witnessed and duly dated. Copies of relevant power of attorney shall be attached.

8.4.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.4.3. The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by the Principal Employer, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed and dated by the person(s) signing the bid.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under the contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract shall be valid initially for a Period of **one year** and the principal employer reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to.

8.7. Bid Security:-

8.7.1. Any tender not accompanied by bid Security shall be rejected.

8.7.2. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.3. Bid Security of the successful bidder shall be returned on receipt of Performance Security and after signing the agreement.

8.7.4. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.5. If the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Principal Employer, the bid would be liable to be rejected and the Bid Security shall be forfeited.

9. Bid Opening and Evaluation:-

9.1.1. The authorized representatives of the Principal Employer will open the Technical Bids in National Green Tribunal, Principal Bench, Faridkot House, New Delhi in the presence of the Bidders or of their representatives, who choose to attend at the appointed date and time.

9.1.2 The bid of any bidder who has not complied with one or more of the



conditions will be summarily rejected.

9.1.3

(I) Technical Evaluation Segregated Type

- a. The Technical proposal shall be evaluated as per the detailed evaluation criteria.
- b. The technical bid evaluation shall be done based on the following criteria. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below: -

(i)	Number of years' Experience of similar nature of work	Max. 20 Marks
	a 2 to 5 years	10 Marks
	b More than 5 years and up to 10 years	15 Marks
	c More than 10 years, 15 marks + 1 mark for each additional year beyond 10 years	20 Marks
ii)	Number of Similar nature of works costing Rs 30 Lac or above completed satisfactorily	Max. 25 Marks
	a 1 to 4 nos.	15 Marks
	b 5 to 10 nos.	20 Marks
	c More than 10 nos. 20 marks + 1 mark for each additional work beyond 10 nos.	25 Marks
iii)	Turnover (Last Financial Year in Housekeeping Services)	Max. 25 Marks
	a Up to 01 Cr	15 Marks
	b More than 1 Cr and up to 5 Cr	5 Marks
	c More than 5 Cr, 20 marks + 1 mark for each additional 5 Cr beyond 5 Cr	5 Marks
iv)	Number of Manpower on roll	Max. 15 Marks
	a Up to 100	5 Marks
	b More than 100 and up to 200	5 Marks
	c More than 200, 10 marks + 1 mark for each additional 100 Nos. beyond 1000 Nos.	5 Marks
v)	Quality Related Marks	Max. 15 Marks
	a ISO 9001 More than 2 to 5 year old	5 Marks
	b ISO 9001 More than 5 year old	5 Marks
	c GST Certificate 2 to 5 year old	5 Marks

- c. A proposal securing minimum 60 marks shall be declared pass in the evaluation of Technical Proposal at Stage II .**The technical proposal should score at least 60 points out of 100 to be considered for financial evaluation.**

The bidder who has qualified in the technical evaluation stage-1 shall only be called for opening of financial bids.

(II) Opening of Financial Bids

(a) The Financial Bids of all the technically qualified Bidders at Stage- I evaluation Pursuant upon clause shall be opened on the appointed date and time in presence of the qualified bidders / their authorized representatives, who choose to be present at the time of opening of the financial bids.

(b) All the technically qualified bidders / their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign the Tender Opening Register. Any bidder objecting to the same shall be disqualified.

(c) Absence of bidders or their authorized representatives shall not impair the legality of the process.



- (d) Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder shall be decided only after following due procedure.

(III) Correction of Errors

Financial Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

The amount stated in the Financial Bid will be corrected by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited.

(IV) Final Bid Evaluation and Determination of the Successful Bidder

Stage III- Final Evaluation

- a. The total marks obtained by a Bidder in the Technical Bid shall be allocated 60% of technical weightage and the financial bids shall be allocated 40% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

- b. In case only one firm is eligible for opening of Financial Proposals, the Financial Proposal shall not be opened.

- c. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.

- d. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(Where, SF = Financial Score, FM= Amount of lowest bid, F= Amount of financial proposal of the Bidder)

- e. **Combined evaluation of Technical and Financial Proposals.**

- i. Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

ii. $S = ST \times T + SF \times f$

Where, S = Combined Score, ST = Technical Score out of 100, SF = Financial Score out of 100, T and f are values of weightage for technical (60%) and financial proposals (40%) respectively.

Most Preferred Bidder : The bidder who scored maximum Combined score (s) shall be considered eligible for further process.

9.2. Right to accept any Bid and to reject any or all Bids:-

9.2.1. The Principal Employer is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

9.2.2. The Principal Employer may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/ Municipalities/Public Sector Undertakings etc. or had given false information or suppressed material information.

10.1. Award of Contract:-

10.1.1. The Principal Employer will award the contract to the successful evaluated bidder who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding/tender document.

10.1.2. The Principal Employer will publish the name and particulars of the



successful bidder on the Tribunal website and also communicate to the successful bidder by letter transmitted by Registered/Speed post that his bid has been accepted. This letter (hereafter and in the conditions of contract called "Letter of Offer") shall prescribe the amount which Principal Employer will pay to the Service Provider in consideration of the execution of work/services by the Service Provider as prescribed in the contract.

10.1.3. The successful bidder shall be required to submit a letter of acceptance of the offer and also furnish **Performance Security** within 15 days of receipt of "**Letter of Offer**" for an amount @ **5% of tender value** in the form of an Account Payee DD, Pay Order Fixed Deposit Receipt from a Nationalized Bank, or Bank Guarantee irrevocable and unconditional from a nationalized bank in an acceptable form (Annexure-VII) in favour of the Registrar General, National Green Tribunal, New Delhi. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of performance Security shall also be extended by the service provider accordingly.

10.1.4. The successful bidder will be required to execute a contract in the form specified in Annexure-VIII within a period of 30 days from the date of issue of Letter of Offer.

11 TERMS AND CONDITIONS OF CONTRACT

11.1. The execution of cleaning and housekeeping shall be undertaken through uniformed and trained personnel with mechanized equipment.

11.2. The cleaning and housekeeping works are to be carried out as per highest standards/norms and in such manner that entire premises is always kept neat and clean and is ready for usage positively by 09.00 am daily.

11.3. The manpower engaged must be trained in management of bio degradable matter, also so that waste disposal is carried out in totally safe manner without affecting the environment as per pollution control norms.

11.4. It shall be the sole responsibility of the service provider that the personnel engaged are trained in the task assigned and the Principal Employer will not be liable for any mishap occurring on account of act of commission or omission on part of such personnel and their supervisors.

11.5. **All the consumables and disposables required for cleaning and housekeeping are to be provided by the service provider, and be eco-friendly and of good quality.**

11.6. **Mechanized equipment, in optimum number, will be arranged by the service provider.**

11.7. The cleanliness will be periodically checked by Principal Employer or any person (s) authorized by him to gauge level of cleanliness and the service provider must abide by the instructions in this regard from time to time. The areas of concern would include:

- (i) Shine level, presence of dust, Paan and Gutka stains, spillage of water or other liquids, bird droppings etc. on floors, tiled and glass walls, doors, windows or stairs, etc.;
- (ii) Dust or cobwebs etc. on ceiling, window grills etc.;
- (iii) Finger or palm marks, dust and gutka stain on glass panes of windows or doors and mirrors;
- (iv) Dirt marks, dust, dryness and odour/stench in Wash-basin, WC, floors etc. in toilets/bathrooms and drains.

11.8. (a) In case any of service provider's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of sanitation staff absent on that particular day shall be levied by the Principal Employer and the same shall be deducted from the service provider's dues.

(b) In case any of service provider's personnel deployed under the contract



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fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 11.8(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of service provider's personnel, penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from service provider's bill. Further the concerned service provider's personnel shall be removed from the premises immediately.

11.9. In case the service provider fails to commence/execute the work as stipulated in the agreement or performs unsatisfactorily or does not meet the statutory requirements as indicated in contract, the Principal Employer reserves the right to impose the penalty as detailed below:-

- a. 20% of weekly cost of contract per week, upto four weeks.
- b. After four week's delay the Principal Employer may unilaterally rescind the contract and get the job carried out from any other agency. The difference, if any, in the cost will be recovered from the defaulter service provider and who shall also be liable to be black listed from participating in such type of tender and his earnest money/security deposit shall also stand forfeited.

11.10. If cleanliness is not observed up to the satisfaction of the Principal Employer, a penalty by way of deduction from monthly bill up to Rs 10,000/- per day may be imposed within the discretion of Principal Employer.

11.11. The service provider shall ensure that the personnel to be deputed for the awarded work are always subjected to constant control & supervision (including by surprise checks) by trained supervisory staff, deputed by service provider.

11.12. The Principal Employer reserves the right to cancel or reject all or any of the tender without assigning any reason.

11.13. Every employee so engaged by the service provider shall wear uniform and a badge bearing his/her name, while on duty. The said uniform and badge shall be provided by the service provider at his own cost.

11.14. The service provider shall engage personnel who are physically fit and so certified by Qualified medical practitioner, and shall not be less than 18 years of age and more than 50 years.

11.15. The staff engaged by the service provider shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the Principal Employer. Adequate supervision will be provided by service provider to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the service provider deployed, the supervisory staff will move in their areas of responsibility.

11.16. The service provider shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information has been given.

11.17. The service provider shall be similarly under an obligation to replace the machinery/equipment in case of defects/disrepair.

11.18. The service provider shall abide by and comply with the statutory requirements of labour laws including Labour Act, Bonus Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act 1970, ESI, EPF Act and all other statutory compliance etc. with regard to the personnel engaged by him for housekeeping and sanitation work. It will be the responsibility of the service provider to furnish details and particulars of manpower deployed by him to the Principal Employer and to the Labour department and statutory authorities keep it updated incorporating changes, if any, from time to time. Any increase in the contract will be subject to revision of taxes and minimum wages by the government from time to time.



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- 11.19.** The Principal Employer shall have the right to ask for the removal of any person of the service provider, who is not found to be competent or orderly in the discharge of his duty.
- 11.20.** The personnel deployed have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with ailing, aged, infirm female staff/visitors and should project an image of utmost discipline. The Principal Employer shall have the right to have any personnel removed in case of litigant/advocate/staff/visitor complains of misbehaviour as decided by representative of the Principal Employer if the person is not performing the job satisfactorily or otherwise. The service provider shall have to arrange the suitable replacement in all such cases.
- 11.21.** The service provider shall not engage any sub-service provider or transfer the contract to any other person in any manner.
- 11.22.** The character and antecedents of staff deployed including temporary or substitute shall be got verified by the service provider from local police authority and an undertaking in this regard shall be submitted to the Principal Employer who may call for compliance reports from the service provider.
- 11.23.** The service provider will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official (s) of the Principal Employer. While raising the bill, copy of the deployment particulars of the personnel engaged during each month, must be submitted. The service provider shall give a certificate regarding payment of wages to each personnel whose services are utilized as per rules and laws in force, before receiving the payment for the period beginning with Second month for each succeeding month.
- 11.24.** All liabilities arising out of injury or death of personnel suffered accidentally or otherwise deployed by service provider while on duty shall be borne by the service provider.
- 11.25.** The service provider shall be responsible to properly maintain all property and equipment of the Principal Employer entrusted to it. Any damage or loss caused by service provider's personnel to the Principal Employer, in whatever shape or manner, would be liable to be recovered from the service provider by deduction from monthly bill.
- 11.26.** The service provider and its staff shall take all necessary precautions to preclude from loss, destruction, waste or misuse the areas of responsibility given to them by the Principal Employer and shall not knowingly lend to any person or company any of the effects of the Principal Employer under its control.
- 11.27.** The sanitation staff engaged by the service provider shall not accept any gratification or reward in any shape except whatever is lawfully due to him by the service provider.
- 11.28.** The payment of dues by Principal Employer to service provider would be made at the end of each succeeding English Calendar month based on the actual number of the personnel supplied by the service provider and upon submission of the documentary proof attested by the authorized representative of Service Provider and verified by the authorized representative of Principal Employer. No other claim on whatever account shall be entertained by the Principal Employer and all Dues/wages of personnel deployed should be transferred electronically into their Bank account or by cheque in favour of individual by service provider.
- 11.29.** In the event of any loss occasioned to the Principal Employer, as a result of any lapse on the part of the service provider, the said loss shall be liable to be made good by deduction from the dues of the service provider.
- 11.30.** The service provider shall ensure that its personnel shall not at any time, without the consent in writing of the Principal Employer divulge or make known any information, accounts matter or transaction undertaken or handled by the Principal Employer.
- 11.31.** Any liability including all expenses/fines arising out of any litigation including those in consumer courts due to any act of omission or commission on



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the part of service provider's personnel shall be borne by the service provider.

11.32. Force Majeure:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be in the nature of civil disturbance, riots, tempest, Act of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

11.33. If the service provider is a joint venture / consortium / group / partnership / company of two or more persons, each of them shall be jointly and severally liable to the Principal Employer for the fulfilment of the terms of the contract. Such person shall designate one of them to act as leader with authority to sign. The composition of joint venture / consortium / group / partnership/company shall not be altered without the approval of the Principal Employer.

11.34. Each of such personnel shall abide by discipline and security measures enforced by Principal Employer including prohibition against photography.

11.35. The decision of the principal employer about levy of fine/penalty or recovery of any amount from the service provider shall be final and binding.

11.36. The service provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The service provider shall submit copies of acknowledgments evidencing filing of periodical returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the service provider in respect thereof.

11.37. The Principal Employer will deduct from the dues of the service provider Income Tax at source under Income Tax Act at the prevailing rates.

11.38 Policy for usage of sustainable cleaning/environmental eco-friendly Chemicals.

- a. Inventory of cleaning products used by the outsourcing agency may be maintained.
- b. Quantity/consumption per month may be worked out every month and be provided as and when required.
- c. As per the recommendations of Green Chemicals Association, the minimum 30% ratio of Green Chemicals may be maintained.
- d. There should be safe handling and storage of cleaning chemicals used for cleaning the building.
- e. Policy for the solid waste and management (Recyclables, metals, plastic, e-waste, paper waste, kitchen waste and landscape area waste) may be followed.

11.39. Dispute Resolution:-

(a) Any dispute and/ or difference arising out of or relating to this contract shall be referred to arbitration by a sole arbitrator to be nominated by the Chairperson, National Green Tribunal, Principal Bench, Faridkot House, New Delhi, whose decision shall be final and binding. The place of Arbitration shall be New Delhi subject to the arbitration clause, the Courts at New Delhi shall have executive jurisdiction in respect of such disputes , if any.


11/2/2020

(Ashu Garg)

Registrar General

Tel No. 011-23043533



**NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, FARIDKOT HOUSE,
NEW DELHI**

TENDER FORM FOR PROVIDING SANITATION AND HOUSEKEEPING SERVICES.

Affix duly
Attested P.P. Size
recent colour
Photograph of the
bidder/ Authorized
Representative

1. NIT NO. NGT/PB/21/2017/GA Dated: 2018
2. Please specify as to whether bidder is individual/
company/firm/joint venture/consortium/sole proprietary _____
3. Name, address of Bidder and Telephone numbers. _____

4. If the bidder is other than an individual or sole proprietary firm, names of all
Directors/partners, with their addresses and telephone
numbers. _____
5. Name, Designation, Address and Telephone No. of authorized signatory _____
6. Registration No. of the Bidder _____
7. GST No. _____
8. Provident Fund Account No. _____
9. ESI Number _____
10. License number under _____
Contract Labour (Regulation & Abolition) Act, 1970 if any.
11. PAN No. issued by Income Tax Department _____
12. Number of years' Experience of similar nature of work _____
13. Number of Similar nature of works costing Rs. 100 lac or above completed
satisfactorily.
14. Declaration of Turnover (Last Financial Year in Housekeeping Services) _____

15. Number of Manpower on roll _____
16. Description of similar works undertaken with in preceding three year (Please specify the
department which has awarded the work, cost of the work and period for which
undertaken) _____

17. Details of ISO Certifications: _____
18. Details of Earnest Money Deposit (EMD)/BID Security
 - (a) Amount : Rs _____ (in figures) _____

(Rupees in words also)
 - (b) DD/FDR/BG. No. _____
in favour of the Registrar General, National Green Tribunal, Payable
at New Delhi.
 - (c) Date of issue: _____
 - (d) Name of issuing Bank: _____
16. Any other information: _____

(Signature of the bidder)
Name and Address with seal

Declaration:

- i) This is to certify that I/We before signing this tender have read and fully
understood all the
terms and conditions contained in the NIT and undertake myself/ourselves to



- abide by the same.
- ii) This is to certify that the information given herein above is true/correct and nothing material has been concealed & withheld there from.

(Signature of the bidder) Name
and Address with seal

List of Documents attached



OFFICE OF THE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, FARIDKOT HOUSE, NEW DELHI.
SCOPE OF WORK

The service provider shall provide the sanitation and housekeeping services and shall ensure hygienic atmosphere and clean environment in the National Green Tribunal, Principal Bench, Faridkot House, New Delhi. Without prejudice to the generality of the above, the duties and responsibilities of the staff provided by the service provider shall include the following:-

1. All the covered area including all rooms, corridors, stair-case associated bathrooms and toilets of Premises (as specified in Annexure-III) on all floors and open area including roads, lawns, paved areas and terrace including overhead water tanks. Cleaning of floor areas, facade vertical finishes (walls), Roof and False ceilings, Glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminum grills, pillars, curtains, blinds, slabs, cabinets, almirah with attached fixtures, etc.
2. Washing and cleaning and maintenance of Indoor and Outdoor decorative plants, flower pots, cleaning and maintenance of lawns.
3. Emergency plumbing works pertaining to water supply, distribution and checking of leakages and coordination with CPWD maintenance staff for replacement of leaking taps, etc.
4. Sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, room fresheners, Toilet papers etc. to maintain hygienic atmosphere
5. Cleaning and maintenance of all the drains within the compound of the Premises.
6. Supply of suitable and adequate number of dustbins, cleaning of dustbins and removal/disposal of collected garbage to an approved location, clearance of segregated bio-degradable and non degradable waste as per the prescribed norms for disposal.
7. Pest control, mosquito control including winged pests, larva control and rodent control of the entire campus of the Court Complex in all covered and open areas.
8. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, Air-Conditioners, etc. with dusting or wet mopping or vacuum cleaning, as may be necessary.
9. Cleaning of all lighting, indoor as well as outdoor, and electrical fixtures.
10. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
11. Cleaning of lifts (all components), under supervision of C PWD maintenance staff.
12. Cleaning of fire-fighting equipments, CCTV and public address systems, etc, under supervision of CPWD maintenance staff.
13. Cleaning of all miscellaneous equipments as available or provided from time to time.
14. Cleaning of furniture, carpets, etc. with modern gadgets.
15. Sweeping/Cleaning and wet mopping of the main hall of Cafeteria.
16. Any such other area as may be specified by the Principal Employer, from time to time.

ANNEXURE-III

OFFICE OF THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
COPERNICUS MARG, FARIDKOT HOUSE, NEW DELHI.

(A) Details of Area to be cleaned

Main Tribunal Building (Ground Floor to 1th Floor with Terrace above)- covered area of all rooms, corridors, stair case and open area etc. Including all other items as mentioned in Annexure II (Scope of work).

<u>B) Manpower required</u>		
1.	Supervisor (Semi skilled)	1
2.	Safai Karamchari (Unskilled)	20



UNDERTAKING
(ON A STAMP PAPER OF Rs. 100/-)

NIT No. _____

To

The Registrar General
National Green Tribunal,
Principal Bench, Faridkot House,
Copernicus Marg,
New Delhi

Name of the Bidder _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We hereby confirm that we are compliant of all statutory requirements including viz the requirements of labour laws including Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act 1970, ESI, EPF Act etc. with regard to the personnel engaged by us for housekeeping and sanitation work and I/We undertake the responsibility to furnish details and particulars of manpower deployed by us to the Principal Employer and to the Labour department and keep it updated incorporating changes, if any, from time to time and also undertake to keep the Principal Employer indemnified against any violations.
4. I/We shall provide trained and experienced sanitation/housekeeping workers with proper supervision.
5. I/We do hereby undertake to indemnify the Principal Employer and make good any loss on account of theft, pilferage, damage or cost incurred on account of commission or omission on the part of sanitation staff deployed or machines utilized resulting in injury or damage to any property or individual.

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



[Handwritten signature]

**OFFICE OF THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
COPERNICUS MARG, FARIDKOT HOUSE, NEW DELHI.**

CHECK-LIST FOR TECHNICAL BID FOR SANITATION SERVICES

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest Money Deposit (EMD) of Rs 1,00,000/- in the form of DD/PO/ FDR/BG issued by any scheduled nationalized bank in favour of the Registrar General, National Green Tribunal, Principal Bench, Faridkot House, New Delhi.	
2.	One self-attested recent passport size colour photograph of the Authorized person of the Bidder, with name, designation, address and office telephone numbers.	
3	If the bidder is a partnership firm/joint venture/company/ or consortium name designation, address and office telephone numbers of all the Directors/Partners members of consortium also.	
4	Undertaking on a Stamp paper of Rs 100/- (Rupees one hundred only) as per format prescribed in Annexure- IV).	
5	Self attested Copies of ISO Certificates	
6	Self-attested copy of PAN issued by the Income Tax Department.	
7	Self attested copy of GST Registration No.	
8	Self attested copy of valid registration number of the Firm/Company/Joint Venture/Consortium.	
9	Self attested copy of valid Provident Fund registration number.	
10	Self attested copy of valid ESI Registration No.	
11	Self attested copy of valid Licence No. under Contract Labour (Regulation & Abolition) Act 1970.	
12	Documents in support of eligibility claimed in terms of clause 3.2 of NIT and items no. 12 to 16 of annexure -I (tender Form)	
13	Self attested list of tentative quantity & description of Consumables and of equipments to be used per month as per list attached (Annexure-V-A)	
14	Details of machines to be provided by the bidder as per list attached (Annexure-V-B)	
15	Any other documents, if any.	



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

List of Chemical and Consumable to be provided by the bidder in a month (**Annexure-V-A**)

S.No.	Name of Chemicals & Consumables	Qty. Rqd. (range)	Nos, Kg, Ltr
1	Odonil	20-25	No
2	Naphthalene ball	5-10	KG
3	Hard Broom	5-10	No
4	Soft Broom	5-10	No
5	Compound Broom	5-10	No
6	Dry Mop	5-10	No
7	Dry Mop Refill	5-10	No
8	Wet Mop	5-10	No
9	Wet Mop Refill	5-10	No
10	Duster Checked	24-30	No
11	Duster Yellow	24-30	No
12	Floor Duster	15-20	No
13	Scotch Brite	12-15	No
14	Spray Can	2-5	No
15	Toilet Brush	4-8	No
16	Wiper	8-10	No
17	Feather Brush	2-5	No
18	Bucket & Mug Set	2-5	No
19	Brasso	1-2	No
20	Taski R1 Bathroom Cleaner	1-2	5 LTR Can
21	Taski R2 Multi Purpose Cleaner	1-2	5 LTR Can
22	Taski R6 Toilet Cleaner	2-3	5 LTR Can
23	Cleanzo Floor Cleaner	4-5	5 LTR Can
24	Taski R3 Glass Cleaner	1-2	5 LTR Can
25	Taski R 4 Wood Maintainer	1-2	5 LTR Can
26	Taski Spiral Floor Cleaner	1-2	5 LTR Can
27	Taski R 9 Hard Water Cleaner	1-2	5 LTR Can
28	Taski Spiral Floor Cleaner	1-2	5 LTR Can
29	Room Freshener	15-20	No
30	Red Pad	1-2	No
31	White Pad	1-2	No
32	Garbage bag	20-30	Kg
33	Hit	10-15	No
34	Toilet Roll	50-60	No
35	Hand wash/Dettol	4-5	1 LTR refill

Note: Above list is tentative and bidder need to access the same by visiting site. Other than this if anything is required to maintain the site bidder will provide the same at no extra cost.



List of Machines to be provided by the bidder (**Annexure-V-B**)

S No.	Model	Quantity	Make
1	Auto Scrubber Drier	1	Eureka Forbs/Comac/Taski/ Nilfrisk
2	High Pressure Jet	1	Eureka Forbs/Comac/Taski/ Nilfrisk
3	Single Disc	1	Eureka Forbs/Comac/Taski/ Nilfrisk
4	Wet & Dry Vacuum Cleaner	1	Eureka Forbs/Comac/Taski/ Nilfrisk
5	Garbage Rickshaw	1	Suitable Make
6	Garbage Trolley	1	ISI Mark
7	Glass Kit with Telescopic Pole	2	Unger/ Kibble



FINANCIAL BID**Providing Mechanized Housekeeping Services at National Green Tribunal**

Sl. No.	Category	No. of Persons	Unit Rate	Total Amount Per Month
1	Housekeeping Supervisor (semi-skilled)	01	Rs.	
2	Housekeeper (un-skilled)	20	Rs.	
3	Charges towards Housekeeping Chemical, Consumables			
4	Charges towards Machinery			
5	Sub Total			
6	Agency Margin/Management Fee			
7	Total Cost per Month			
8	Applicable Taxes GST as Applicable			
9	Gross Total per Month (including GST)			

Note : Rate should be as per the Minimum Wages Act applicable in NCT of Delhi as on date including Bonus, ESI etc. Cost Break-up of each category of manpower, machinery and material need to be submitted along with financial bid. Break -up should be specified.

Note : 1 Automated Housekeeping will be provided on all working days and as desired by department.

Note : 2 Admn. Charges include winter and summer uniform

Note : 3 All statutory compliances such as payment of EPF, ESI and Bonus will be responsibility of the contractor and rate should be quoted accordingly

Note : 4 Making of payments to the statutory authorities as applicable shall be responsibility of the contractor.

(i) The consolidated monthly amount (including Minimum Wages, ESIC, EPF, Bonus etc.) per person should be quoted by the bidder under each of the category separately.

(ii) The bidder should quote the details (price-break up) of the monthly consolidated amount for payment to the workers and supervisor as per above mentioned table.

(iii) Price shall be valid for a period of one year.

(iv) The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).

(v) The prices in the Price Schedule shall be exclusive of any tax/GST and Cess etc.

(vi) Price Break-up of the quoted prices shall be submitted by the contractor in the format give above.



All the terms and conditions of the tender are acceptable to the undersigned

Signature of Bidder

Sr. No.	Head	Unskilled Worker(Housekeeper)		Semi-skilled Worker (Supervisor-01)
		Rate per Head	Amount for 20 Housekeepers	
1.	Basic Minimum Wages (As per Government of NCT of Delhi) per month			
2.	ESI			
3.	EPF			
4.	Bonus			
5.	EDLI (Employee Deposit Linked Insurance)			
6.	Any other charges (Please specify)			
7.	Administrative service charge per worker per month			
	Total			

(Signature of Tenderer)

Note:

- (j) The consolidated monthly amount (including Minimum Wages, ESIC, EPF, Bonus etc.) per person should be quoted by the bidder under each of the category separately.
- (ii) The bidder should quote the details (price-break up) of the monthly consolidated amount for payment to the workers and supervisor as per above mentioned table.
- (iii) Price shall be valid for a period of one year.
- (iv) The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).
- (vii) The prices in the Price Schedule shall be exclusive of any tax/GST and Cess etc.
- (viii) Price Break-up of the quoted prices shall be submitted by the contractor in the format give above.



FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 10.1.4 of the NIT)

(To be stamped in accordance with Stamp Act)

1. THIS DEED of guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called "the Bank") of the one part and the National Green Tribunal, Principal Bench, Faridkot House, New Delhi (hereinafter called "the Principal Employer") of the other part.
2. WHEREAS the Principal Employer has awarded contract for sanitation/housekeeping services for Rs. _____ (_____) to M/s _____ (Name of the service provider) (hereinafter called "the Service Provider").
3. AND WHEREAS the Service Provider is bound by the said Contract to submit to the Principal Employer a Performance Security for a total amount of Rs. _____ Lacs (_____)
4. NOW, We the Undersigned _____ (name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Principal Employer the full amount of Rs. _____ lacs. (_____) _____ (Amount in figures and words) as stated above.
5. After the Service Provider has signed the aforementioned contract with the Principal Employer, the Bank is obliged to pay to the Principal Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Principal Employer to indemnify the Principal Employer for any liability or damage resulting from any defects or shortcomings of the Service Provider or the debts it may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Principal Employer immediately on demand without delay and without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service Provider. The Bank shall pay to the Principal Employer any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrators relating thereto and the liability under this guarantee shall be absolute, unequivocal, unconditional and irrevocable.
6. THIS GUARANTEE is valid for a period of 14 months from the date of signing.
7. At any time during the period in which this Guarantee is still valid, if the Principal Employer agrees to grant extension to the Service Provider or if the service provider fails to discharge its liability or damages or debts as stated under para-5 above, during the extended period it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Principal Employer and at the cost of the Service Provider.
8. The Guarantee hereinbefore contained shall not be affected by any change in constitution of the Bank or of the service provider.
9. The neglect or forbearance of the Principal Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Principal Employer for the payment hereof shall in no way relieve the Bank of its liability under this deed.



10. The expressions “the Principal Employer”, “the Bank” and “the Service Provider” hereinbefore used shall include their respective successors and assigns.

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

being herewith duly authorized.

For and on behalf of

The _____ Bank

Signature of authorized Bank official

Name _____

Designation _____

I.D.No. _____

Stamp/Seal of the Bank

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

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____



ANNEXURE-VIII

OFFICE OF THE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, FARIDKOT HOUSE, NEW DELHI.

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year)

Between the National Green Tribunal, Principal Bench, Faridkot House, New Delhi (hereinafter called "The Principal Employer") through its authorized representative namely Sh. _____, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the service provider) (hereinafter called "The Service Provider") through Shri _____, the authorized representative, which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns of the other part, under which the Service Provider shall provide uniformed and trained personnel and will use its best endeavours to provide mechanized Sanitation/Housekeeping Services to the National Green Tribunal, Principal Bench, Faridkot House, New Delhi for providing a neat and clean environment.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read & construed as part of this Agreement, viz:
 - (a) Tender form for providing Sanitation/House Keeping services;
 - (b) Scope of Work;
 - (c) Details of area to be cleaned and Manpower required;
 - (d) Undertaking;
 - (e) Detailed Notice Inviting Tender which includes inter-alia, the terms & conditions of the contract;
 - (f) Addendum's, if any;
 - (g) Letter communicating offer of contract;
 - (h) Letter of acceptance of award of contract;
 - (i) Bank Guarantee ;
 - (j) Any other documents forming part of the contract;
3. In consideration of the payments to be made by the Principal Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Principal Employer to execute and provide mechanized Sanitation/Housekeeping services one year (from _____ to _____) as per the provisions of this Agreement and the tender documents.
4. The Principal Employer hereby covenants to pay the Service Provider in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____ (_____) being the sum stated in the letter of offer of contract subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the time and in the manner prescribed by the contract.



IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written for and on behalf of the service provider and for and on behalf of the National Green Tribunal, Principal Bench, Faridkot House, New Delhi

Signature of authorized representative of National Green Tribunal, Principal Bench, Faridkot House, Copernicus Marg New Delhi with Stamp/Seal

Signature of authorized representative of Service Provider with Stamp/Seal

Name

Name

Designation

Designation

1. Witness
Name _____
Address _____

Telephone No. _____

1. Witness
Name _____
Address _____

Telephone No. _____

2. Witness
Name _____
Address _____

Telephone No. _____

2. Witness
Name _____
Address _____

Telephone No. _____

