



**Air Force Golden Jubilee Institute
Subroto Park, New Delhi - 110010**

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HIRING OF HOUSEKEEPING AND CONSERVANCY SERVICES

AT

**AIR FORCE GOLDEN JUBILEE INSTITUTE
SUBROTO PARK, NEW DELHI – 110010**

DATE OF ISSUE OF TENDER FORM : 26 APR 2024

LAST DATE FOR SUBMISSION OF TENDER : 06 MAY 2024 (Till 1100 hrs)

TENDER OPENING DATE / TIME (Technical Bid) : 06 MAY 2024 (1130 hrs)

QUOTES ARE NOT TO BE SENT THROUGH FAX/ONLINE BUT ONLY IN SEALED ENVELOPES IN HARD COPIES

**AIR FORCE GOLDEN JUBILEE INSTITUTE,
SUBROTO PARK, NEW DELHI-110010**

Tele: 011-25692819

AFGJI
Subroto Park,
New Delhi – 110010

AFGJI/36/1/ADM

26 Apr 24

**REQUEST FOR PROPOSAL
PROVISION FOR HIRING OF HOUSEKEEPING AND CONSERVANCY SERVICES AT
AFGJI, RFP NO. AFGJI/24-25/001/ADM(SERVICES) DATED 26 APR 24**

1. The tenders have been invited under two bid system i.e. Technical Bid and Commercial Bid for “**Hiring of Housekeeping and Conservancy Services at Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010**”. The interested agencies are advised to submit two separate sealed envelopes for Technical and Commercial Bids super-scribing “Technical Bid” and “Commercial Bid” alongwith above mentioned title, RFP number and date of opening of the Bids. Both the sealed envelopes alongwith EMD in the form of DD should be kept in a third sealed envelope super-scribing Tender for **Hiring of Housekeeping and Conservancy Services at Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010**.

2. The address and contact numbers for sending Bids or seeking clarifications regarding RFP are given below: -

| | | |
|-----|--|---|
| (a) | Bids / Queries to be addressed to | Principal, Air Force Golden Jubilee Institute, Subroto Park, New Delhi – 110010 |
| (b) | Postal Address for Correspondence / Sending Bids | Air Force Golden Jubilee Institute, Subroto Park, New Delhi – 110010 |
| (c) | Name/designation of the Contact personnel | Principal, Air Force Golden Jubilee Institute, Subroto Park, New Delhi – 110010 |
| (d) | Telephone numbers / E-mail of the contact person | Tel No: 25692819 (0900h to 1400h) E-mail: afgjisp@gmail.com |

3. This RFP is divided into Five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

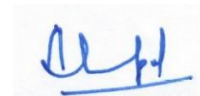
(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

(f) **Part VI** – Special Condition.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary, at any stage.

5. The vendors may visit the school for viewing the school building on any school working day between 0900 hrs. and 1400 hrs. before submission of bid.



(Poonam Rampal)
Principal

PART – I**GENERAL INFORMATION****1. Last Date and Time for Depositing the Bids. 06 May 2024 by 1100 hrs.**

The sealed bids (both Technical & Commercial) should be deposited by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box of the school marked as “**HIRING OF HOUSEKEEPING AND CONSERVANCY SERVICES AT AIR FORCE GOLDEN JUBILEE INSTITUTE, SUBROTO PARK, NEW DELHI-110010**” or sent by registered post / speed post at the address given in para 2 of RFP so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. **Bids sent by FAX or e-mail will not be considered.**

3. Time and Date of Opening of Bids. 06 May 2024 at 1130hrs.

(If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or any other day/time, as decided by the school authorities and the same would be updated on the school website).

4. **Location of the Tender Box.** The tender box will be located in the Office of Administrative Officer of **Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010**. On the date of opening, only those Bids that are found in the tender box and received by post till said time will be opened. **Bids dropped in the wrong Tender Box will be rendered invalid.**

5. **Place of Opening of the Bids.** The bids will be opened in the Office of Administrative Officer of **Air Force Golden Jubilee Institute, Subroto Park, New Delhi**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. The opening of bidding/tender form will not be postponed due to non-presence of representatives of bidders.

6. **Two Bid System.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose technical bids are found compliant / suitable after technical evaluation is done by the School.

7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with NEFT/RTGS Account, if applicable, etc. and complete postal & e-mail address of their office.

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of

opening of the Bids. Copies of the query and clarification by the School will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the School prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by assigned confirmation copy to be sent by post and such signed confirmation should reach the School not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the School may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid till 90 days from the last date of submission of the Bids.

14. The particulars of the **Earnest Money Deposit (EMD) of Rs. 1,00,000/- (One Lakh Only)** payable in the form of **Demand Draft** in the favour of "**Air Force Golden Jubilee Institute**" payable at New Delhi must also be super scribed on the top of envelop by indicating the number and date of the Demand Draft. The EMD will be forfeited if, the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of the tender. The same will be refunded after finalization of the tender. EMD of all the bidders shall be returned, in case of cancellation of Tender.

15. **Discrepancy in Quoted Price.** Bids with any discrepancy in quoted price will be rejected unilaterally by the school.

16. **Placement of Contract.** The Lowest Acceptable Bid will be considered further for placement of Contract after complete clarification and price negotiations as decided by the School. The School will have the right toward Contract to different Bidders for being lowest in particular items. The School also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

17. The Lowest Acceptable Bid will be considered further for placement of Contract after complete clarification and price negotiations as decided by the School.

**PART II - ESSENTIAL DETAILS OF ITEMS / SERVICES
REQUIRED**

1. **Schedule of Requirements:** Services of Conservancy and Housekeeping Services are required to be provided by the contractor through his workmen on daily basis as per demand placed by this office. The workmen shall be detailed with concurrence of Principal, Air Force Golden Jubilee Institute, Subroto Park, New Delhi - 110010.

2. **Delivery Period/Period of Contract:** Period for supply of outsourced services would be from **01 Jun 24 to 31 May 25. However, it will be extended further for another one year subject to adherence of norms and satisfactory services of the contractor.** Please note that contract can be cancelled unilaterally by the Principal, AFGJI in case unsatisfactory work by the labour deployed. **Extension of contracted service period will be at the sole discretion of the School, with applicability of LD cause.**

3. **Area to be covered under Contract:** Principal, Air Force Golden Jubilee institute will ask the contractor to make available the required number of labourers, on day to day basis to be detailed to various locations of Air Force Golden Jubilee Institute, Subroto Park, New Delhi - 110010. The area covered under contract is given here under:-

| <u>INFRASTRUCTURE</u> | |
|------------------------------|-------------------------------|
| Total Area Held by School | 23,780.11 Sq Mtr (5.88 Acers) |
| Total Build Up area | 1,07,395 Sq Ft |
| Main School Building | 55,440 Sq Ft |
| General Area | 35,625 Sq Ft |
| MP Hall | 8,700 Sq Ft |
| Play Fields | 35,000 Sq Ft |
| ➤ Volley Ball Courts | 5,658 Sq Ft |
| ➤ Basketball Court - 1 | 7,280 Sq Ft |
| ➤ Basketball Court - 2 | 6,300 Sq Ft |
| Primary Wing Area | |
| Total Area | 96,091 Sq Ft (2.2 Acres) |
| Covered | 23,348 Sq Ft |
| Stadium & Playfield area | 39,042 Sq Ft |

INFRASTRUCTURE OF SENIOR WING

Ground Floor (a)

| Rooms | Nos. |
|--------------------------------|------|
| Special Wing and Admin Block | 34 |
| UMEED – Hall (01) & rooms (04) | 05 |
| Chankya Hall | 01 |
| Washrooms | 09 |
| Canteen | 01 |

Ground Floor (b)

| Rooms | Nos. |
|-----------|------|
| MP Hall | 01 |
| Washrooms | 04 |

First Floor

| Rooms | Nos. |
|---|------|
| Classrooms | 08 |
| HOD rooms | 05 |
| Store room | 04 |
| Electrician Room | 01 |
| Halls – Library, Staff room, TT hall, Rabindralaya | 04 |
| Labs – Sr. Computer Lab, Jr. Computer Lab, Chemistry Lab, Physics Lab, Bio Lab, H.Sc. Lab | 06 |
| Washrooms | 06 |

Second Floor

| Rooms | Nos. |
|--------------------------------------|------|
| Examination room | 01 |
| Classrooms (22) + IP Classroom (01) | 23 |
| HOD rooms – Vice Principal, HCL room | 05 |
| Halls – Music and Dance | 02 |
| Labs – EG, Maths, Jr. Sc. Lab | 03 |
| Washrooms | 06 |
| Store rooms | 04 |

INFRASTRUCTURE OF PRIMARY WING

| Rooms | Nos. |
|------------------------|------|
| Washrooms | 13 |
| Classrooms | 24 |
| Art room | 01 |
| Computer room | 01 |
| Activity Block (Rooms) | 05 |
| Sports room | 01 |
| MI room | 01 |
| Server room | 01 |
| Library | 01 |
| Resource room | 01 |
| Sanskriti Hall | 01 |
| Staff room | 01 |
| Office | 01 |
| Store room | 07 |
| Canteen | 01 |
| Activity Shed | 01 |
| Play equipments area | 01 |

4. **Scope of the Conservancy and Housekeeping Services required to be provided by the Contractor:** The services required to be provided by the contractor are given below:

(a) **Cleaning and Maintenance Services:-**

- (i) Cleaning of floors by sweeping and mopping (Pochha) twice a day and on as required basis. This includes dusting and brooming of walls, ceiling, niches and other structures.
- (ii) Cleaning of toilets by sweeping and mopping (Pochha) at fixed periodical intervals throughout the day at all the time.
- (iii) Cleaning of Foyers and porch by sweeping and mopping throughout the day at all the time.
- (iv) Cleaning of all the approach roads and vehicle parking area.
- (v) Cleaning of show cases and polishing of mementos.
- (vi) Cleaning of Fans and window panes of all the rooms of all buildings.
- (vii) Cleaning/mopping of all rooms of all the Buildings on daily basis including dusting/cleaning of furniture and fixtures.
- (viii) Cobweb cleaning of all the places including rooms & ceiling /walls/ cupboards.
- (ix) Cleaning of Focus light placed along with outer fencing.
- (x) Cleaning of water points.
- (xi) Cleaning of roof top of School building.
- (xii) Geru and chuna as and when required.
- (xiii) Cleaning/washing of doors/mats.
- (xiv) Cleaning and painting of flag poles and base as and when required.
- (xv) Removal of wild grass, grass, small plants, creepers and vegetation from around building.
- (xvi) Collection and lifting of garbage including dead animals, animal-web and other objects from garbage bins and places wherever lying also collection of garbage after sweeping and disposing off at the earmarked location or as directed by school authorities. This work will carry out on daily basis all the time.
- (xvii) Collection of garbage from two garbage points i.e. Sr. Wing & Pry Wing and disposal thereof.

(xviii) Cleaning of sewage line to remove muck periodically.

(xix) Opening of sewage lines in case of blockage with appropriate means using tools, pressure rods, plastic wires, bamboo etc. utmost care should be taken while entering a sewage line to prevent any injury to individual/ property. School will not be held responsible in case of any such incident.

(xx) Cleaning, dusting of school transport also to go as attendant/ helper in school transport to assist students.

(b) **Store shifting:-**

(i) Shifting of store such as furniture items, steel almirah, office files and registers from one room to another room.

(ii) Shifting of store from one location to another location.

(iii) Shifting of store from one building to another building within the campus.

(iv) Execute loading, shifting and unloading of scrap/waste materials as and when required.

(v) Loading/unloading and carriage of unserviceable items from different offices.

(vi) Other work of miscellaneous nature.

(c) **Official Function Arrangement:-**

(i) Work related to arrangement of official functions at any place as directed by appropriate authority. (within school premises, Air Force Auditorium or out station venue).

(ii) Execute various kinds of works related to CBSE and other examinations conducted in school premises.

(iii) Works related to upkeep and maintenance of Conference Hall/Rabindralaya, Chanakya, Sanskriti and Nalanda.

(iv) Works related to school sports activities, watering, digging, washing for various sports events.

(v) Cleaning, dusting of school transport to go as attendant/helper in school transport.

(vi) Cleaning work and generalised help to children with special needs as the children are not independent and at times not toilet trained to relevant cleaning work to be done.

(vii) To work as helper/cleaner with plumber, carpenter & electrician i.e. digging work, climbing, holding equipment etc.

(viii) Work related to school sports activities, watering, digging, mashing for various sports events.

(d) **Manning of Gates:**

(i) Manning of 02 Gates by proper Uniformed personnel for 24hrs (8hrs x 3nos)

SCOPE OF WORK

5. **Housekeeping Services**

i) Daily paid 32 labourers (Unskilled) and 01 supervisor (skilled) & 05 Plumber/Lab Attendant/Carpainter / Lib Attendant (Semi-Skilled) are to be provided based on requirement of the school on daily basis. The service provider has to ensure that the suitable replacement of manpower in case of shortfall/absentees are available with them & provided to the School without any fail.

ii) If, service provider fails to provide the required no. of manpower, a penalty of 50% of the daily wages of each worker (for Absentee period) will be levied on Service provider. The penalty may increase further, as decided by the School. If the problem continues for maximum of three occasions.

iii) Daily labourers are to be paid strictly in adherence to approved minimum wages act as declared by Delhi Govt. from time to time.

iv) Monthly bill for manpower provided during previous month based on actual attendance, Conservancy Service charges, service charges (Part-A) and other allied charges (Part-C) to be submitted in the first week of the following month of service provided.

6. **Conservancy Services**

i) The garbage is to be collected from two Garbage points i.e. Sr. & Pry Wing by alternate visits of minimum 8 times.

ii) Complete clearance of both garbage points need to be done.

iii) If, required no. of visits in the case of conservancy services as specified under part-B (iii) of Para-4 of Annexure 'B' does not happen then the penalty for less visits will be levied on the basis of proportionate average rate.

iv) Bill for conservancy service charge is to be put up on monthly basis separately alongwith housekeeping services.

LABOURS/VEHICLE/EQUIPMENT / WITH CLEANING MATERIALS AND WITHOUT CLEANING MATERIAL PROVIDED BY CONTRACTOR FOR CLEANING OF GARBAGE BINS AND DISPOSAL OF GARBAGE/MANNING OF GATES/AYAHs (EIC)

| | | |
|--|---|-----|
| <u>No. of casual labours (Unskilled) (Maximum)</u> | : | *32 |
| *No. of labours may vary depending upon the requirement of the school | | |
| <u>No. of Plumber, lab attendant, Carpenter & library attendant (Semi-Skilled)</u> | : | 05 |
| <u>No. of Supervisor (Skilled)</u> | : | 01 |

| Sl. No. | Type of Vehicle | Qty | Appx Expenditure |
|---------|-----------------|--------------------|------------------|
| (a) | Truck | Two Trips per week | Rs. |

(e) To carry out above services minimum of 32 labours (unskilled) and 01 supervisor (skilled) & 05 Plumber/Lab Attendant/Carpainter / Lib Attendant (Semi-Skilled) would be required. Number of garbage pick-up points area wise are as mentioned below:-

| Sl. No. | Area Wise | No. of pick up points |
|---------|---------------------------|-----------------------|
| 1. | Senior Wing (Near campus) | 01 |
| 2. | Primary Wing | 01 |
| | Total | 02 |

Note:-

(i) Working hours will normally be 0700 hrs to 1530 hrs (inclusion of Lunch Break of 30 minutes). Working hours for Guard will be throughout the day (to be carried out in three shifts). Though 06 days week (Monday to Saturday) is to be observed for providing daily/on-demand basis services as above, the services may have to be provided on Saturday/Sunday/Holidays also, if required by the buyer. The requirement of contract labours is not more than 35 (including 01 supervisor (Semi-Skilled) & 04 Plumber/Lab Attendant/ Lib Attendant (Semi-Skilled)) labours per day. The daily requirement of contract will be intimated one day in advance by the Office on as required basis. The number of workers required per day is subject to variance (increase/decrease) depending on the actual work requirement on day to day basis.

(ii) The contractor shall deploy only personnel with good conduct and character who are medically fit to undertake assigned task. In order to ensure the same, Police Verification Certificates in respect of the personnel deployed shall be submitted to the Office, Air Force Golden Jubilee Institute, Subroto Park, New Delhi - 110010, at the time of deploying each personnel. The unskilled manpower (Daily Wagers) should be well conversant with Hindi language.

(iii) The contractor shall ensure that its personnel shall have **identity cards** provided by the contractor which shall be worn in such a way that it is prominently displayed and visible so that any person representing the contractor can be easily identified.

7. **Work Execution:-**

(i) Contractor, his supervisor and his workers will have to act upon as per the directives given to them by School representatives from time to time in respect of work awarded to him. Contractor's supervisor should meet the school authority (Estate suptd) at least twice a day and apprise him with the progress of the work and take necessary guidance. Record/entries/instruction of such guidance will be made in register to be maintained by the contractor/supervisor, which will be countersigned by the Estate or nodal officer nominated.

(ii) The contractor has to provide effective supervision during the period of contract.

(iii) The contractor will visit, survey and study the site and quantum of work before starting execution of work.

(iv) The contractor has to prepare and submit the planning schedule, programmed chart, deployment details, list of tools and equipment in consultation with the officer in charge of the respective area for which the contract is concluded, before commencement of the contract.

(v) The work related to all types of monitoring, supervision, administration and execution of the contract lies with contractor. For any faults, damages, complaint, an equal number of personnel from both sides will inquire to have mutual agreed consent and if found to be the fault of the contractor, will be held responsible and shall be liable to penalty as decided by the School.

(vi) The contractor must ensure that workers are deployed for only six (06) days in a week and should be given one day weekly off.

(vii) The contractor shall maintain the following register:

- Muster Roll.
- Register of Wages.
- Register of deduction for damages or loss.
- Register of Fines.
- Register of overtimes.
- Register of persons employed.
- Register of advances.

(viii) There will be periodical as well as surprise checking of the services provided by the contractor for the subject job by the representative of the school.

(ix) Workers will be paid wages as per prevailing rate of minimum wages of respective schedules. Workers should be paid their wages in presence of paying authority. Such Certificate should be forwarded with claim bill for release of payment.

8. **Technical Details:**

(a) The contractor has to supply the outsource services at Air Force Golden Jubilee Institute (as per area given in schedule on para-03), on all the

days of the month except one weekly holiday as per time specified by the buyer to work for 08 hrs per day. (The weekly holiday need not be a specified day of the week and will be given on as and when required basis).

(b) **The contractor shall comply with the provisions of Labour Act, 1970 and the payment of Minimum Wages Act in particular.** He is also to ensure that all benefits as laid down in social security legislations are provided to the workers as per law. The buyer will no way be responsible for breach of Govt. Law and Labour laws. **The contractor who quotes less than the minimum wages fixed by State Govt. will be disqualified from tendering procedures.**

(c) The contractor will be required to pay his workers the minimum wages that are in force from time to time in the State Govt.

(d) The contractor also has to abide by the provisions of the child labour (Provision and regulation) Act for the health and welfare of the labour employed on work.

(e) The contractor shall arrange for such facilities as provided for the contract labour (Regulation and Abolition) Act, for the health and welfare of labour employed on work.

(f) The contractor has to agree to indemnify the Govt. against all claims for compensation by or on workmen employed by him in connection with this agreement for injury or death by accident under the Workmen Compensation Act (Act viii of 1923).

(g) The contractor has to obtain necessary permission from Security Officer in respect of all the labour and supervisor to enter inside the Subroto Park Campus for the specified duties.

9. **Eligibility Criteria:** Firms fulfilling the following criteria which are mandatory will be eligible for consideration:-

(i) **ESI Registration Certificate** (Attested copies of ESI Certificate alongwith latest receipt of premium paid should be attached failing which the certificate/receipt will be considered invalid).

(ii) **EPF Registration Certificate** (Attested copies of EPF Certificate alongwith latest receipt of premium paid should be attached failing which the certificate/receipt will be considered invalid).

(iii) **GST/Service Tax Certificate** (Attested copies of Service Tax Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate/receipt will be considered invalid).

(iv) **PAN Card** (Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietor firm (copy to be enclosed).

(v) **Experience** The Bidder shall have minimum experience of 03 (three) years in the similar field of providing housekeeping & Conservancy services in school/college/any government institutions/agency.

- (vi) Firm should be registered with the Ministry of Labour for hiring of labourers and copy of registration certificate is to be attached with the Bid.
- (vii) Should have labour license.
- (viii) Vehicle registration certificate in the name of firms for vehicles used for conservancy.
- (ix) Documents supporting the minimum eligibility criteria:
- (a) In proof of having fully adhered to minimum eligibility criteria at 9 (i) to (viii), following documents shall be acceptable with the bid documents.
- (i) Self-attested copy of registration certificate of agency for providing manpower.
 - (ii) Self-attested copy of PAN card in respect of individual / firm as the case may be.
 - (iii) Self-attested copy of GST Registration Certificate.
 - (iv) Self-attested copy of the P.F. registration Certificate.
 - (v) Self-attested copy of the E.S.I. Registration Certificate.
 - (vi) Details of agreement made by agency for the last 05 years along with proof in respect of 03 Schools/Colleges in Delhi.

9. **Affidavit.** An affidavit (on stamp paper of Rs. 100/-) is required to be submitted along with quote by the successful bidder regarding the fact that the persons employed by the contractor for housekeeping & conservancy work shall be the employees of the bidder for all the intents and purposes and, in no case shall be a relationship of employer-employee between the said persons and the Principal, AFGJI, Subroto Park, New Delhi – 110010, shall accrue implicitly and explicitly and the bidder shall also be solely responsible for providing all the statutory benefits (as per relevant laws) e.g. PF, ESI, Gratuity, Leave etc. to eligible staff employed by it. The affidavit should also contain a declaration that bidder shall make payment of compensation under the works-man compensation act or any other applicable acts or enactments in case of injury or death of any of its works. The affidavit should also contain a declaration that the bidder shall take care all other statutory liabilities as well in the sincerest manner and shall solely be responsible for the same.

10. **Submission of Bid :** The quotation must be submitted by the bidder in separate sealed covers in one envelope as per the formats given. Bidders are also required to furnish clause by clause compliance of eligibility criteria bringing out clearly the deviations from the eligibility criteria, if any. The bidders are advised to submit the compliance statement in the following format along with Bid -

| Parameter/ Eligibility Criteria of the Tender Enquiry | Documents Certificates submitted in response | Compliance to Parameter/Eligibility Criteria of the Tender Enquiry-whether Yes/No | In case of non- compliance, deviation from TE to be specified unambiguous terms |
|---|---|---|---|
| | | | |

11. **Manpower Requirement:** The Contractor would require to provide at least 01 (One) Supervisor (Skilled), 05 (Five) Plumber, Lab Attendant, Carpenter & Library Attendant (Semi-Skilled) and 32 maximum (unskilled) contract labourers per day for execution of proposed contract.

12. **Attendance Register:** The contractor would require to maintain an Attendance Register and presence/absence of manpower deployed by him should be recorded in the register on day-to-day basis. The attendance register shall be submitted for verification to the contract operating authority viz. Estate Supdt. by 0900 hrs on each working day. It should be responsibility of the contractor to ensure that at least 90% labourers are present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments/PBG of the contractor. **A copy of attendance register counter signed by Estate Supdt. is to be submitted along with the monthly bills for payment.**

13. To maintain high level of hygiene and cleanliness of toilets, the contractor shall ensure that requisite number of contract labourers shall always be present during the working hours in nearby vicinity for the following:-

- (a) One labour each for cleaning of toilets four times a day, for all the toilets.
- (b) Two labourers for wet and dry mopping of corridors four times a day.
- (c) Ten police verified labourers shall be available as standby with contractor on all working days to meet any absenteeism on the part of housekeeping staff.

14. **Signing of Contract Agreement:** The successful bidder/contractor will require to sign an agreement with the Buyer within 30 days from the day of written intimated to this effect.

15. **Contract Operating Authority:** The conservancy contract for Air Force Golden Jubilee Institute once finalized will be operated by Chairman Managing Committee.

16. **Delivery Period/Period of Contract.** Delivery period for supply of workmen and services for conservancy and housekeeping would be from **01 Jun 2024 to 31 May 2025**. It may be noted that contract can be cancelled unilaterally by the school in case supply of workmen and services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the School, with applicability of LD clause.

17. **Signing of Contract Agreement.** The successful bidder/contractor will require to sign an agreement with the School on a non-judicial stamp paper of Rs. 100/- within 15 days from the day of written intimation to this effect.

18. **Consignee Details.** Principal, Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010.

PART - III**STANDARD CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service provider in the Contract) as selected by the School. **The bidder has to put his/her signature with office seal on each page of the RFP as a token of read and accepted the terms & conditions of RFP and submit the same alongwith other connected documents under the covering letter on the letter head of their company/firm.** Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the Contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.

3. **Arbitration.**

(a) All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions.

(b) Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration by single arbitrator appointed by the Chairman School Management Committee and the seat of arbitrator shall be in Delhi. Provisions of Arbitration and Conciliation Act 1996 in force (as amended from time to time) shall be followed.

(c) The arbitrator shall be nominated in writing by Chairman Management Committee, Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010.

(d) The sole arbitrator shall have its seat in Delhi.

(e) The parties shall continue to perform their respective obligations under this Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of this said arbitration proceedings.

(f) With regard to appointment of Arbitrator, decision of Chairman School Management Committee shall be final. Decision of Arbitrator shall be binding on both the parties. If any of the parties is not satisfied by the decision of the sole Arbitrator, such party shall have right to move to the Court.

For any dispute arising out or in connection with the contract, its existence, validity or termination if not resolved through arbitration, any party can approach an appropriate court of law, located in Delhi, subject to provisions of Arbitration and Conciliation Act 1996 (as amended from time to time), the jurisdiction of such Court shall be limited to Delhi only.

4. **Penalty for use of Undue Influence.** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the School or otherwise in procuring the Contracts or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the School to cancel the Contract and all or any other Contract with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the School or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the School or to any other person in apposition to influence any officer/employee of the School for showing any favour in relation to this or any other Contract, shall render the Bidder to such liability/ penalty as the School may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the School.

5. **Agents/ Agency Commission.** The Bidder confirms and declares to the School that the Bidder is the original manufacturer of the stores/ provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to the satisfaction of the School that the present declaration is in any way incorrect or if at a later stage it is discovered by the School that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Bidder will be liable to refund that amount to the School. The Bidder will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The School will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event be liable to refund all payments made by the School in terms of the Contract along with interest at the rate of 2% per annum above Labour rate. The School will also have the right to recover any such amount from any Contract concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the School that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the Contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the School, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the School/ Bidder, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.**

(a) In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents & supply the stores/goods/services, etc., as specified in this Contract, the School may, at its discretion, withhold any payment until the completion of the Contract. The school may also deduct from the Bidder as agreed, **liquidated damages to the sum of 10% of the monthly bill** of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

(b) In case of services not found satisfactory, commensurate deduction with a minimum of 10% deduction from monthly bill will be levied.

9. **Termination of Contract.** The School shall have the right to terminate this Contract in part or in full in any of the following cases: -

(a) At the time of monthly payment, a certificate of satisfactory services every month is mandatory to be obtained by the contractor from the school. If more than 03 (three) complaints are raised by the school than the contract is liable to be terminate by giving one months notice.

(b) The supply of housekeeping staff /services is delayed for causes not attributable to Force Majeure for more than seven (07) days after the scheduled date of delivery.

(c) The Bidder is declared bankrupt or becomes insolvent.

(d) The supply of housekeeping staff /services is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in Contract.

(e) The School has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this Contract and paid any commission to such individual/company etc.

(f) As per decision of the Arbitrational Tribunal.

10. **Notices.** Any notice required or permitted by the Contract shall be written in the English language and may be delivered personally or may be sent by e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.**

(a) If Bidder desires to ask for excise duty or sales tax/Service Tax/VAT/GST extra, the same must be specifically stated. In the absence of any such stipulation it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax/GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such Duty/Tax/GST will be entertained after the opening of the Tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/Tax/GST and does not confirm inclusive of such duty/ Tax/GST so included is firm and final, he should clearly indicate the rate of such duty/Tax/GST and quantum of such duty/Tax/GST included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) If a bidder is exempted from payment of any duty/Tax/GST upto any value of supplies from them, he should clearly state that no such duty/Tax/GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/Quantum of any duty/Tax/GST, it should be brought out clearly. Stipulations like, the said duty/Tax/GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/Tax/GST will not be charged by him even if the same becomes applicable later on. In respect of Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/Tax/GST which is normally applicable on the item in question for the purpose of comparing their price with other Bidders.

(e) Any change in any duty/Tax/GST upward/downward as a result of statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/Tax/GST paid by the supplier. Similarly, in case of downward revision in any duty/Tax/GST, the actual quantum of reduction of such duty/Tax/GST shall be reimbursed to the School by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller.

PART IV
SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of RFP mentioned below which will automatically be considered as part of the contract concluded with the successful Bidder (i.e., Seller in the contract) as selected by the School. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee.** The lowest bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 05% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid upto 60 days beyond the date of expiry of contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website). The PBG will be subject to encashment by the buyer, in case the conditions regarding adherence to the delivery scheduled, settlement of claims and other provisions of the supply order are not fulfilled by the seller.

2. **Option Clause.** The contract will have an Option Clause, wherein the School can exercise an option to procure an additional or less quantity of workmen than the original contracted quantity as per requirement in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** N/A

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required workmen without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the quantity ordered can be increased or decreased by the School within this tolerance limit.

5. **Payment Terms:** It will be mandatory for the Bidders to indicate their Bank Account Numbers and other relevant e-payment details, so that payments could be made through ECS/NEFT Mechanism instead of payment through Cheques, wherever feasible. A copy of the model mandate form prescribed by RBI is to be submitted by Bidders for receiving payments through ECS is given at Form DPM-11 (available in MoD website). The payment will be made monthly basis within 30 working days on submission of bill with requisite documents, including EPF/ESI challans as per the actual manpower/services provided in a particular month. The workers should be paid by 07th of every month.

(a) The payment to the contractor will be made by the school on post monthly basis subject to provision of satisfactory services during the period. The payment of the statutory charges like EPF, ESI & GST etc. as applicable will be made to the contractor in arrears as per actual after submission of documentary evidence by contractor to the effect that these charges have been deposited with the concerned Govt. authorities.

(b) The minimum contract rates shall be based on existing minimum wages for un-skilled / semi-skilled / skilled employee as promulgated by the office of the Labour Commissioner of Delhi for concerned areas and will be subject to revision of minimum wages by said office for the concerned area for which intimation letter shall be submitted by the contractor along with copy of applicable order to this effect. The payment to the contractor will be enhanced to meet the revised minimum wages after approval of competent authority.

(c) The bidder shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding one month by the 5th of the next month along with attendance sheet verified by the representative of the buyer. The payment will be made to the contractor in arrears and no advance payment will be made to the contractor. The contractor shall also enclose a certificate on the bill of having paid minimum wages to the labourers as per rates promulgated by concerned Govt. authorities (Labour Department). The payment will be made through Cheques, NEFT/RTGS direct to the Labour account only.

(d) The paying authority reserves the right to withhold the monthly payment of bidder till proof of having paid / deposited above payment / dues is submitted as listed in para 5 (a) & (c) above.

(e) Amount of penalty / risk expense etc. if any, will be deducted from the billing amount. TDS/applicable taxes if any will be deducted as per tax rules by paying authority and credited to concerned account. The user / paying authority shall be entitled to deduct from pending bills of bidder, all such sums of money as may be claimed by the Govt. in terms of mentioned clauses of the agreement. Any sum of monthly not recovered by the amount of said bill shall be liable to be deducted from Performance bank guarantee (PBG)/Security deposit of the firm.

6. Responsibility of payment of wages as per Section 21 of Contract Labour (Regulation & Abolition) Act, (CLRA) – 1970. The Contractor shall make payment to the HOUSEKEEPING STAFF personnel employed on monthly basis before the 7th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th of the following month. In case the contractor fails to make payment of wages within the period or makes short payment, AFGJI reserves the right to make payments to the contract workers by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

(a) The contractor shall introduce individual salary slip of employees and produce the proper details of payment made to the employees alongwith their individual salary slips to Accounts Section of AFGJI while forwarding monthly bill.

(b) Amount of penalty / Risk Expense etc., if any, will be deducted from the billing amount.

(c) The payment to the contractor will be made by Principal, Air Force Golden Jubilee Institute on post monthly basis subject to satisfactory services during the period. The payment of statutory charges like EPF, ESI etc. will be made to the contractor on monthly

basis on actuals after submission of documentary evidence by the contractor to the effect that these charges have been deposited with the concerned Govt. authorities. The contractor is required to forward the details of EPF account number of employees within one month and copy of ESIC smart card of all workers within three months of award of contract.

(d) The contract rates shall be based on existing minimum wages promulgated by the Delhi Govt. and will be subject to revision on revision of minimum wages by Delhi Govt. order to this effect. The payment to the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

6. Penalty / Risk & Expense. In case, the contractor fails to carry out on any day, any of the work as mentioned in RFP/So or falls short in providing requisite manpower, on account of such breach pro rata recovery through Risk & Expense along with penalty equal to 1% of the total monthly charges every day of absence / short supply of manpower will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by the Management, AFGJI which will be binding & final.

6. **Advance Payments.** No advance payment(s) will be made.

7. **Paying Authority.** The payment(s) of Bills will be made by Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010.

8. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present Contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this Contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

9. **Inspection Authority (Quantity and quality control)**. The inspection will be carried out by the School on daily basis for the services pertaining to conservancy and housekeeping provided. The model of inspection will be Departmental Inspection/ consignee inspection/ joint inspection/ self-certification.

PART V**EVALUATION CRITERIA AND PRICE BID ISSUES**

1. **Evaluation Criteria.** The board guidelines for evaluation of Bids will be as follows.
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the School with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix 'A'**. All taxes and duties, GST etc (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to School would be the deciding factor for ranking of Bids.
 - (d) The Bidders are required to spell out the rates of customs duty, Excise duty, GST etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST or other taxes is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.
 - (e) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the School. The School also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(g) Any other criteria as applicable to suit a particular case.

2. Risk and Expense Purchase

(a) Risk & Expense Purchase: Risk and expense purchase clause may be included in the RFP and the contract, if considered necessary. Risk and Expense purchase is undertaken by the purchaser in the event of the supplier failing to honour the contracted obligations within the stipulated period and where extension of delivery period is not approved. While initiating risk purchase at the cost and expense of the supplier, the purchaser must satisfy himself that the supplier has failed to deliver and has been given adequate and proper notice to discharge his obligations. Whenever risk purchase is resorted to, the supplier is liable to pay the additional amount spent by the Government, if any, in procuring the said contracted goods/ services through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him. Factors like method of recovering such amount should also be considered while taking a decision to invoke the provision for risk purchase. A Standard Risk & Expense Purchase clause is given in Part-IV of Appendix C of DPM-2009.

(b) Risk and Expense purchase clause not mandatory: Risk purchase at the cost and expense of the supplier may not always be a practical proposition as it may not be feasible to enforce recovery without legal action. This clause is rarely invoked in case of import contracts for this reason. In such cases where the item is of proprietary nature or there is only one qualified firm to supply the items and there is a remote possibility of procuring the same item from an alternative source, it will be essential that instead of having risk and cost clause in the contract, the contract should have performance guarantee clause to cover any such default.

(c) Alternative remedies to Risk & Expense Purchase Clause: In case of foreign contracts, risk and expense clause is generally not applicable. The other remedies available to the purchaser in the absence of the Risk and Expense Clause are as follows:

- (i) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the supplier.
- (ii) Avoid issue of further RFP's to the firm till resolution of the discrepancy.
- (iii) Bring up the issue of discrepancy in all meetings with the representative of supplier.
- (iv) Provide for adequate Bank Guarantee to cover such risks.
- (v) In case of foreign contracts, finally approach the Government of the Supplier's country through the Ministry of Defence, if needed.

3. **Price Bid Format.** The Price Bid format is given at **Appendix 'A'** and Bidders are required to fill this up correctly with full details **clearly indicating GST and other taxes as applicable** and put his signature with official seal. While filling the price bid, the bidder has to ensure that: -

(a) **No (R) No over writing is allowed in the rates quoted in Commercial Bids.** However, if the rate is to be amended, the old rate is to be encircled and new rate to be quoted separately and duly authenticated by the bidder.

(b) In Commercial Bid the rates are to be quoted in words as well as in figures. In case of any ambiguity/discrepancy, the rates quoted in words shall be considered as final.

(c) The Commercial Bid should mandatorily be signed by authorized person and duly stamped with Firm's rubber seal. Failure to comply with this provision shall result in rejection of the Commercial Bid.

4. **Undertaking.** The bidder has also to submit **CERTIFICATE FOR ACCEPTANCE OF TENDER/UNDERTAKING** as per the format given at **Appendix 'B'**. The bidder is required to check and complete the details as per **Appendix 'C'** and submit the same with Technical Bid.

Statutory Conditions of the Contract
(Applicable in case of successful Bidder)

1. **Minimum Wages.** The contractor shall ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the labours deployed by him for providing housekeeping services. Non-adherence to the Minimum wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution for the proposed conservancy contract as per the existing minimum wages promulgated by the **Office of Govt. of NCT of Delhi (Labour Department)**.

2. **EPF, ESI and GST.** The amount of EPF, ESI and GST shall be quoted strictly as per prescribed Govt rates. However, payment for this statutory obligation will be made in arrears on production of documentary evidence to the effect that the same has been deposited by contractor in the concerned account.

3. **License.** The contractor should be in possession of a valid license from the competent licensing officer under the provisions of contract labour (Regulation and Abolition) Act, 1970 and contract labour (Regulation and Abolition) Act, 1971.

4. The contractor shall also abide by the provisions of the Child & Contract Labour (Provision and Regulation) Act, 1986.

5. The contractor shall pay to the labour employed by him wages as per the provisions for the contract labour (Regulation and Abolition) Act 1970 and contract labour (Regulation and Abolition) Central Rules 1971.

6. The contract shall fix the wage period not exceeding one month to make payment to the labours employed by him and shall ensure payment before expiry of the 07 " day after the last day of the wage period.

7. It shall be the responsibility of the contractor to issue employment cards to each labour as per the prescribed format and to maintain the Muster roll, the Wage register and other registers as mentioned in the contract labour (Regulation and Abolition) Act.

8. The contractor shall arrange for such facilities as provided for in the contract labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

9. The contractor agrees to indemnify the customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the workman compensation Act (Act VIII of 1923).

10. At all times, the contractor will be responsible to ensure that any worker (s) engaged by him are security cleared by Police Station of workers and area of residence. **Police verification is to be submitted at least 10 days prior to commencement of the contract.** The contractor will also ensure that no person employed by him for the services has been involved in any activity against interest of state.

11. The contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose Housekeeping staff. The Buyer shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractors employees performing duties under this contract.

12. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the firm and Buyer shall not be a party to any dispute arising out of such deployment by the contractor.

22. **Uniform:-** The labours deployed by the Contractor shall be in distinct/neat uniform including dangri/shirt/trouser alongwith cap and pair of canvass shoes for men, and distinct suit with apron for women staff, with logo of the firm embossed. Samples of the uniform are to be approved by the Contract Operating Authority at least 15 days prior to commencement of the contract. **Labours should be provided with two sets for summer & one set for winter uniform.**

23. **Register and Other Records to be maintained, Section 29 of CLRA 1970:-**

(a) The registers and records that will be maintained by Air Force Golden Jubilee Institute is as follows:-

(i) Register of Contracts on Form III and Form XII of CLRA 1970.

(b) The registers and records that will be maintained by Contractor are as follows:-

(i) Register of person employed on Form XIII of CLRA 1970.

(ii) Employment Card on Form XIV within three days of employment of each worker.

(iii) Service Certificate on Form XV is to be issued to every worker on termination of employment for any reason.

(iv) Form of Register of Wages-Cum-Muster Roll as per Form XVII of CLRA 1970. The same will be countersigned by the Principal for school or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principal Employer.

(v) Wage Slip as per For XIX of CLRA 1970, which will be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.

13. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall have any claim of employment with the Air Force Golden Jubilee Institute, Subroto Park, New Delhi - 110010.

Part VI

SPECIAL CONDITIONS

1. Service Charges quoted by the bidder necessarily has to be over and above Zero percent. Further zero percent included all derivatives of zero up to 0.9999 and thereof. If any bidder quote service charges between zero up to 0.9999 and not adhering to the above guideline may be considered unresponsive, hence such bid may be treated as disqualified in toto from the tendering process.

AIR FORCE GOLDEN JUBILEE INSTITUTE
SUBROTO PARK, NEW DELHI – 110010

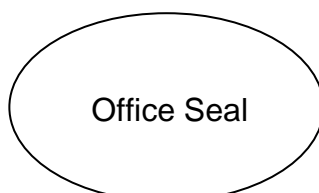
PRICE BID
(As mentioned in tender document & scope of work)

HIRING OF HOUSEKEEPING AND CONSERVANCY SERVICES:
(01 JUN 24 TO 31 MAY 25)

| SI No. | Particulars | Rate |
|-----------|---|---------------|
| 1 | <u>Part A : Service Charges</u> | |
| (a) | Service Charges payable to Service Provider for hiring of Supervisor (Skilled) Housekeeping Services on Gross Value of Daily Wages | _____ % age |
| (b) | Service Charges payable to Service Provider for hiring of Plumber / Lab Attendant / Carpenter/ Library Attendant (Semi-Skilled) Housekeeping Services on Gross Value of Daily Wages | _____ % age |
| (c) | Service Charges payable to Service Provider for hiring of DPLs (Unskilled) Housekeeping Services on Gross Value of Daily Wages | _____ % age |
| 2. | <u>Part B : Conservancy Services</u> | |
| (a) | Service charges for garbage collection from two Garbage points i.e. Sr. Wing & Pry Wing | _____ Monthly |
| (b) | Above charges should be based on full clearance of both the bins | |
| (c) | Minimum requirement is 8 visits for both the bins in a month | |
| 3. | <u>Part C : Reimbursement of other charges</u> | |
| (a) | EPF + EDLI + Admin/inspection Charges etc. as notified by Govt. time to time (present rate is 13% on Gross value of Daily wages) | |
| (b) | ESI @ 3.25% on Gross value of Daily wages | |
| (c) | Total (i) + (ii) (Please indicate changes, if, any) | |
| 4. | <u>Part D: Goods & Service Tax (GST) If, applicable</u> | |

Note: The number of manpower may vary increase/decrease as per requirement of the school.

Place :
Date :



(Signature of the Tenderer)
Prop/Partner/Director

APPENDIX 'B'

(Refers to Para 4, Part V of RFP)

CERTIFICATE FOR ACCEPTANCE OF TENDER / UNDERTAKING

1. I/we the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me/us and binding upon me/us for the entire period of Contract and it is certified that the rates quoted are the lowest as quoted in any other institution in India.
3. I/we give the rights to the competent authority of AFGJI, Subroto Park to forfeit the Earnest Money/Security Money deposited by me/us in case of breach of conditions of Contract.

Signature of Tenderer: _____

Name : _____

Mobile No.: _____

GST No.: _____

PAN No.: _____

ESI Regn No (if applicable): _____

Address: _____

Date: _____

Place _____

Office Stamp:

APPENDIX 'C'

(Refers to Para 4, Part V of RFP)

**HIRING OF HOUSEKEEPING AND CONSERVANCY SERVICES AT AFGJI
SUBROTO PARK, NEW DELHI-110010****CHECK LIST FOR SUBMISSION OF BID**

| Sl. No. | Details | Yes / No |
|---------|---|----------|
| (a) | Have you attached a copy of Registration Certificate under ESI? | |
| (b) | Have you attached a copy of Registration Certificate under EPF Act? | |
| (c) | Have you attached a copy of GST/Service Tax Registration? | |
| (d) | Have you attached a copy of PAN card | |
| (e) | Have you attached a copy of Registration with Ministry of Labour? | |
| (f) | Have you attached a copy of Labour License? | |
| (g) | Have you attached a copy of Vehicle registration ? | |
| (h) | Have you attached a copy of Bank solvency Certificate (not earlier than 01 Jul 23)? | |
| (i) | Have you attached Affidavit (on non-judicial stamp paper wrt not black listed)? | |
| (k) | Have you attached proof of Registered/Branch Office located in Delhi? | |
| (l) | Have you attached a copy of experience certificate? | |
| (m) | Have you attached a copy of details of contracts? | |
| (n) | Have you attached DD for Earnest Money Deposit? Rs. 1,00,000/- | |
| (o) | Have you read and understood all the clauses mentioned in Part I to Part V of RFP? | |
| (p) | Have you filled the bids in clear terms? | |
| (q) | Do you agree to provide Security Deposit / Performance Guarantee as per Para 1 of Part IV of RFP? | |
| (r) | Have you provided details for e-payment as per Para 5 of Part IV of this RFP? | |
| (s) | Have you signed and stamped on each page of RFP for authentication and indicating agreement with all Terms and conditions of RFP? | |

Signature of Tenderer: _____

Name : _____

Mobile No.: _____

Address: _____

Date: _____

Place _____

Office Stamp: _____