

Contents

Sl. No.	Particulars	Page Nos.
1	Notice Inviting Tenders	2
2	Section I : Instructions to the Tenders (Service Providers)	3 - 6
3	Section II: Scope of House Keeping Services	7 - 8
4	Section III: Terms and Conditions of the Services	9 - 11
5	Annexure - 1	12
6	Annexure - 2	13
7	Annexure - 3	14
8	Annexure - 4	15



GOVERNMENT OF KARNATAKA

Office of the Chief Electoral Officer

“Nirvachana Nilaya”, Sheshadri Road, Bengaluru, 560001

No. DPAR 88 CHUSAVI 2014

Date: 24-01-2015

NOTICE INVITING TENDERS

Tenders from Service Providers (SPs) for providing Housekeeping Services to the office of the Chief Electoral Officer, Karnataka, Bengaluru)

Sealed tenders are invited from specialized, competent and eligible Service Providers (SPs) for providing Housekeeping Services to the Office of Chief Electoral Officer, Bengaluru.

The tender document (which is non-transferable) containing the information to be furnished and the terms and conditions is available for sale with the Chief Electoral Officer (CEO), from 24-01-2015 to 23-02-2015 on payment of a non-refundable fee of Rs.200/- in the form of demand draft drawn on any Nationalised/Scheduled Bank in favour of the Chief Electoral Officer, Karnataka, Bengaluru payable at Bengaluru.

The tenders should be accompanied by an earnest money deposit of Rs.5000/- in the form of demand draft drawn on any Nationalised/Scheduled Bank in favour Chief Electoral Officer, Karnataka, Bengaluru, payable at Bengaluru and valid upto three months.

Sealed tenders accompanied by the required EMD and complete in all respects should be deposited in the tender box kept in the Office of CEO on or before 25-02-2015 before 15.00 hours.

The sealed tenders would be opened in the presence of Service Providers or their authorized representatives at 15.30 hours on 25-02-2015.

Sd/-
Chief Electoral Officer,
“Nirvachana Nilaya”, Sheshadri Road,
Bengaluru - 560 001.

Section – 1: Instructions to the Tenders (Service Providers)

Clause.1: Chief Electoral Officer, Karnataka, Bengaluru, CEO in short, hereinafter called the “Employer” invites sealed tenders from specialized and eligible Service Providers for providing House Keeping Services to the Office of the Chief Electoral Officer, Karnataka, Bengaluru.

Clause.2: The Service provider should have enough relevant experience in the service offered and should have been in this business for at least three years.

Clause.3: The Service Providers should not have been blacklisted by any Government organization, in Karnataka for any reason whatsoever.

Clause.4: Each Service Provider shall submit only one tender.

Clause.5: The Service Provider shall be responsible for all the costs associated with the preparation, submission and opening of tenders.

Clause.6: The tenders shall remain valid for a period not less than 90 days after the date of opening of tenders i.e., upto 25-05-2015.

Clause.7: At any time prior to the date and time of submission of the tenders, the Employer may issue any amendments to this tender document.

Clause.8: Earnest Money Deposit (EMD): Each tender shall be accompanied by Earnest Money Deposit of Rs. 5000/- (Rupees Five Thousand only). The EMD shall be in the form of crossed demand draft drawn in favour of the Chief Electoral Officer on any Nationalised/Scheduled Bank, payable at Bengaluru. A tender not accompanied by the requisite EMD shall be rejected as non-responsive. The EMD of the unsuccessful service provider would be returned within a period of 120 days. The EMD submitted by the successful Service Provider on signing of the Contract Agreement (with requisite Bank Guarantee). If the successful service provider fails to sign the contract or submit the requisite Performance Security within the stipulated time, the bid security would be forfeited and ward may be made to the next lowest ranked bidder.

Clause.9: Qualification Information:

9.1: The Service Provider shall provide qualification information which shall include:

- (a) Details of the Service Provider in the Format at Annexure 1
- (b) Attested copy of Certificate of registration in the Labour Department;
- (c) Attested copy of Certificate of registration in the Provident Fund and ESI Organizations;
- (d) Attested copy of the Certificate of registration with the Commercial Tax Department;
- (e) Attested copy of the Certificate of registration with the Service Tax Department;
- (f) Attested copy of the Income Tax return filed by the Service Provider for the last two years in the Income Tax Department and the clearances received if any;

- (g) Attested copy of the Balance sheet of the Service Provider prepared and audited by a Chartered Accountant;
- (h) Certificate by Chartered Accountant for the Annual Turnover from Housekeeping work for the last two years:
- (i) Details of past performance on works of similar nature executed by the Service Provider in the format hereunder (provide documents in support of the claim)

Sl. No.	Name of the Work	Name of the Employer	Number of persons deployed	Date of commencement of contract	Date of Completion of contract	Attach certificate of satisfactory completion of work

- (j) Certificate from the Bank of Liquid Financial resources of not less than Rs.2 lakhs.

9.2: To qualify for award of this contract, the Service Provider should have;

- (a) the current registrations in the Labour, PF, ESI, Commercial Taxes, Service Tax organizations;
- (b) an annual turnover of at least Rs.20 lakhs per annum;
- (c) should have satisfactorily completed or currently having house keeping works employing at least 20 persons;
- (d) Should have liquid financial resources of not less than Rs.2 lakhs.

9.3: Technical responsiveness: The Service Provider should provide all the required Qualification information listed above completely and information to adequately Show/prove that the Service Provider meets the minimum qualification requirement. Tenders of Service Providers who do not furnish the requisite information may not be considered for award and will be considered as technically non-responsive.

Clause.10: The Service Provider shall submit the following as a part of his tender:

- (a) Details of the Service Provider in the format given in Annexure 1;
- (b) Qualification information as required and listed in Clause - 9 above;
- (c) EMD in original as per requirement given in Clause - 8 above;
- (d) Completed Tender Document in original with all the pages duly signed;
- (e) Tender Form in the Format as given in Annexure 2;
- (f) Annexure 1 and Annexure 2 forms should be put in separate covers and sealed properly.
- (g) Annexure 1 cover shall be superscribed with “ Annexure -1 : Technical bid”.
- (h) Annexure 2 cover shall be superscribed with “ Annexure 2 – financial bid”.

Clause.11: The Tender containing the information as given in Clause - 10 above should be placed in an envelope and must be superscribed with the following information:

- (a) Name and address of the Service Provider;
- (b) Contact person and phone number;
- (c) “Tender for House keeping Services _____”.

Clause.12: If the envelope is not sealed and marked as instructed above, the Chief Electoral Officer, Bengaluru will not be responsible for the misplacement or premature opening of the contents of the tender submitted. Such tenders will be considered as non-responsive tenders.

Clause.13: Date of submission of the tender:

13.1: The tender should be submitted on or before 25-02-2015 before 15.00 hours (by office clock) by dropping it in the tender box kept in the Office. Late tenders will not be accepted and will be returned unopened.

13.2: The Chief Electoral Officer may extend the deadline for submission of tenders by issue of an addendum;

Clause.14: Opening of the tenders and clarifications:

14.1: The Chief Electoral Officer or his authorized representative will open the tenders at 15.30 hours on 25-02-2015 in the presence of the Service Providers or their authorized representative.

14.2: To facilitate evaluation of the tenders, the Chief Electoral Officer may at his sole discretion seek clarification in writing from any Service Provider regarding his proposal;

Clause.15: Evaluation and award of contract:

15.1: The tenders would be checked for their responsiveness by review of the Qualification information as requested in Clause above.

15.2: The technical bid (Annexure -1) of all the bidders will be open first and technical responsiveness of the bidders will be evaluated. The financial bid (Annexure -2) of only those bidders who are technically responsive will be Evaluated. The bids which are technically non-responsive will not be considered for award of contract. Among those bids which are technically responsive, the Bidder with lowest financial bid will be considered for the award of contract.

15.3: The lowest responsive tender meeting the qualification requirement would be declared as the Preferred Service Provider and the CEO may award the contract as per the Tender of the Service Provider or conduct negotiations if need be.

Clause.16: In the event of acceptance of the tender of Preferred Service Provider with or without negotiations, the CEO may declare the Preferred Service Provider as the Successful Service Provider. CEO shall notify the Successful Service Provider through a Letter of Award in the format given in Annexure 3, that its tender has been accepted and asking the Service provider to deposit a Security Deposit (SD) of Rs.15,000/- in the form of Bank Guarantee drawn on any

Nationalized/Scheduled Bank in favour of the CEO, payable at Bengaluru within 15 days of the issue of Letter of Award and also execute the Agreement in the Format given in Annexure 4.

Clause.17: Failure of the Successful Service Provider to provide the Security Deposit or to execute the Agreement within the specified period shall constitute sufficient grounds for the annulment of the Letter of Award and forfeiture of the EMD and or SD. In such an event the CEO reserves the right to:

- (a) either issue the letter of award to the next lowest responsive and qualified Service Provider by conducting negotiations if need be; or
- (b) take up such measures as may be deemed fit at the sole discretion of the CEO, including annulment of the tendering process.

Clause.18: Notwithstanding anything contained in this tender document, the CEO, reserves the right to accept or reject any tender or to annul the tendering process or reject all tenders, at any time without liability or any obligation for such rejection or annulment, without assigning any reason thereof.

Section – 2: Scope of House keeping Services

Clause.1: The details of the office rooms, toilets etc to be cleaned are as under:

1. Entire Ground floor and the First floor of Office of the Chief Electoral Officer, Bengaluru Building.
2. Computer center, including the chambers of officers, corridor, open spaces outside the building, balcony, etc.

Clause.2: The Service Provider shall be responsible for ensuring thorough cleanliness in the above specified rooms, toilets, verandahs, stair cases and to achieve this he will attend to the following tasks (the list is representative and not exhaustive):

- Clause.3: The internal and external floors of the Office shall be swept and cleaned with wet cloth and disinfected once every day on all working days by 9.00 AM.
- Clause.4: The articles/furniture like chairs, tables, phones, computers and its peripherals, almirah, cupboards etc belonging to the Officers/staff shall be cleaned everyday before 9:30 AM. Phones, Computer and its peripherals, Copying machines and other equipment shall be cleaned with liquid spray.
- Clause.5: Toilet floors, seats, urinals, wash basins, mirrors, fittings shall be cleaned with phenyl, cleaning soap/powder, bleaching powder, acid (if need be) twice a day (morning and afternoon) and adequate naphthalene balls/cakes should be kept in the urinals. Naphthalene cakes should also be placed in the Flush cisterns. In addition the toilets should be cleaned every hour.
- Clause.6: The trash bins kept near/under the tables and other places of the office shall be cleared /cleaned every day before 10 AM.
- Clause.7: The doors, windows, glass panels, fans, lights, curtains shall be cleaned at least once in a week. However the Aluminum doors and other partitions should be cleaned every day.
- Clause.8: The Service Provider shall provide adequate and good quality (i) cleaning equipment such as brooms, brushes, cloths etc and (ii) cleaning materials such as chemicals, disinfectants, soaps, bleaching powder, cleaning powders, acid etc.
- Clause.9: The Service Provider shall instruct the Supervisor to attend to any other emergency / immediate cleaning works, other than those listed/detailed above, which may arise in the office.
- Clause.10: If required, on prior notice of a day, the Service provider shall provide the house keeping services on Sundays and Holidays.
- Clause.11: The Service Provider shall provide the cleaners and Supervisor with acceptable and decent Uniforms and safety gadgets (gloves, boots etc).

Section - 3: Terms and Conditions of the Contract

Clause.1: Definitions:

“Employer” means The Chief Electoral Officer or his authorized representative;

“Office” means Office of the Chief Electoral Officer, located in, Sheshadri Road, Bengaluru 560001;

“Personnel” means the cleaners deployed by the Service Provider;

Clause.2: The Service Provider shall employ four (4) able bodied, medically fit personnel to work as Cleaners, male/female, of which one will be the Supervisor who will take day to day instructions from the Employer or his representative regarding the Services.

Clause.3: The Service provider shall provide extra personnel (over and above four), if Desired by the Employer under the same terms and conditions.

Clause.4: The Service Provider shall get the credentials (character and antecedents) of the

Personnel verified by the police and get the report.

- Clause.5: The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address(temporary and permanent), telephone number if available for record by the Employer.
- Clause.6: The persons so deployed shall not be below 21 years. They will perform their duties to the satisfaction of the Employer. The Service Provider or his representative will report atleast once a week to the Employer for co-ordination.
- Clause.7: In case of long and unauthorized absence of any of the personnel, the Service Provider shall take immediate steps for replacement to ensure that the work of house keeping will not suffer.
- Clause.8: The Service Provider will be responsible to ensure maintenance of Office decorum and discipline by the personnel provided by him. In case of persistent misbehavior of any of the personnel, the Service Provider shall provide a replacement on receipt of complaint by the Employer.
- Clause.9: Senior Officer of the Service Provider should visit the Office of the Employer at least once a fortnight and check the working of their personnel and monitor their performance.
- Clause.10: The personnel employed by the Service Provider will be in the employment of the Service Provider only and not of this Office. They will not have any claim what so ever in case of filling of regular posts, if any, by the Office of CEO.
- Clause.11: If personnel provided by the Service Provider to the office of CEO are found to be indulging in any undesirable or unfair activities in the Office premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of this office to lodge a complaint before appropriate authorities.
- Clause.12: The personnel so deployed (by the Service Provider and other relevant) shall be covered under applicable labour Act/Rules under the ESI, PF, Gratuity and Bonus and other relevant.
- Clause.13: The Service Provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour Laws.
- Clause.14: The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with copy to the CEO for record. It is also his responsibility to ensure compliance of any requirement by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the accounts.
- Clause.15: The Service Provider shall pay the personnel at the rates as may be fixed by the

CEO from time to time. This amount would be paid to the personnel by cheque account payee only (on the basis of attendance maintained) after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

Clause.16: The Service Provider shall deposit the Employer's contribution of PF, ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.

Clause.17: The Service Provider shall submit his invoice for the month before the 10th of the next month. The invoice shall give the following details:

1. Salary for the personnel based on attendance at the rates as may be fixed by the CEO from time to time per month of 30 days less the employees contribution of PF and ESI) supported by attendance sheet;
2. Employees contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;
3. Employer's contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities;
4. Uniform allowance for the personnel(as per tender);
5. Cost of cleaning equipment and materials (as per tender);
6. Service Provider's fees computed on the total of 1 to 5 above;
7. Service tax payable if any at the current rates on the total of 1 to 6 above.

Clause.18: Every effort would be made to ensure that the payment to the Service Provider is made within 15 days of the submission of the Invoice complete in all respects and supported by the documents as detailed above. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall only be responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The Service Provider should have ample financial resources to meet such exigency for a period of at least three months. The payment would be made by cheque accounts payee only.

Clause.19: The Annual Statement of Accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner shall be furnished to each of the personnel with copy to the Employer.

Clause.20: The Service Provider who is entrusted with the task of providing personnel for house keeping will be solely responsible for the maintenance of cleanliness of the office. If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, this Contract will be terminated by issue of one month's notice. No claim what so ever would be entertained. The decision of the Employer would be final and binding.

Clause.21: This Contract would be for a period of One year from the date of execution. It could be extended for an additional period of One year on the same terms and conditions by mutual consent.

Clause.22: Any dispute arising out of this Contract shall be resolved by taking recourse to mutual amicable settlement in the first instance, failing which the dispute will be subject to Bengaluru Jurisdiction. In case of dispute being referred to the court, the Employer shall withhold payments to the Service Provider till the dispute is settled.

Annexure 1

Details of the Service Provider
(on the letter head of the Service Provider)

1. Name of the Service Provider;	
2. Principal place of business:	
3. Address with Telephone numbers, Fax number etc;	
4. Status whether run by an Individual, Partnership Firm, Registered Society, Private company, Public Company;	
5. Date of incorporation and/or commencement of business;	
6. Brief description of the Service Provider's line of business;	
7. Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Service Provider with power of attorney;	

<p>8. Details of individuals who will serve as the point of contact/communication with CEO office in case of the award of the contract, the details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.,</p>	
--	--

Annexure 2

TENDER FORM

To,
The Chief Electoral Officer,
“Nirvachana Nilaya”, Sheshadri Road,
Bengaluru -560 001.

Sir:

Sub: Providing House keeping Services to your office.
Ref: Your Notification No..... dated.....

We have gone through the tender document and have fully understood the scope of work and the terms and conditions of the contract.

We will be making payment of the remuneration to the cleaners at the rates stipulated by you in clause of the Terms and conditions and make payments of PF and ESI and other payments if any regularly to the appropriate authorities.

We will comply with all the requirements of the applicable laws, Acts and Rules.

In addition to the reimbursement of the remuneration paid to the Cleaners, PF, ESI and other payments, we will charge the following:

- (a) Cost of cleaning materials and cleaning equipment: Rs...../- per month;
- (b) Charges for providing uniform and safety equipment: Rs...../- (lump sum-One time)
- (c) Allowance for maintenance of uniform: Rs.-/-per month
- (d) Service Fee:..... Percent of the amount of remuneration, PF, ESI and other payments, cost of cleaning, materials, equipment, Charges for Uniform, and Uniform allowance;

(e) Service Tax if any at the applicable rates on the total amount of invoice including Service Fee.

The tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

Yours faithfully,

Authorized Signatory,

Name and designation of Signatory:

Name of Service Provider:

Address:

Annexure 3

Letter of Award
(Letter head of Employer)

No.

date:

To:

[Name and address of the Service Provider]

.....
.....
.....

Dear Sirs:

This is to notify that your tender dated for providing House keeping services to this office has been accepted by us.

You are hereby requested to furnish performance security of Rs.15,000/- within 15 days, in the form of demand draft drawn on any Nationalized/Scheduled Bank in favour of the Chief Electoral Officer valid till the completion of contract period of one year.

On furnishing of the Security deposit as above, you are requested to sign the Agreement and proceed with the work as per terms and conditions.

Failure to submit the performance security and/or signing the Agreement may result in cancellation of the award and forfeiture of the EMD and or SD as per terms of the contract.

Yours faithfully

Authorized Signatory

Name and designation of the Signatory.

Annexure 4

CONTRACT FORM

This Agreement made the day of, 2015, between (Name of Service Provider) of the one part and (Authorized representative of the Chief Electoral Officer) on the other part:

Whereas the Chief Electoral Officer wants the services of House keeping of his Office to be provided by a Service Provider and has accepted a tender by the Service Provider for providing the said house keeping Services as per the Price Schedule attached;

Now this agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and conditions of Contract;
2. The following documents shall be deemed to form and be read and construed as part of the Agreement: i.e.
 - (a) Tender Form submitted by the Service Provider;
 - (b) The Instructions to the Service Providers;
 - (c) The Scope of Work;
 - (d) Terms and conditions of Contract;
 - (e) Employer's notification of letter of award;
3. In consideration of the payments to be made by the Employer to the Service Provider, the Service Provider covenants with the Employer to provide the Housekeeping Services as per the Scope of Work and to remedy defects if any in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service Provider as per Terms and Conditions at the times and in the manner prescribed by the Contract

The payments to be made to the Service Provider shall be the following:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

Signed, sealed and delivered by the

Said (for the Employer)

In the presence of

Signed, sealed and delivered by the

Said (for the Service Provider)

In the presence of