



Bhopal Smart City Development Corporation Limited

REQUEST FOR PROPOSAL

(Tender No. MPBSCDCL/TENDER NO -29)



2017

“Housekeeping & Facility Management Services”

at

Bhopal Smart City Development Corporation Office

“Second Call”

Prepared by

Approved by

Recommended by

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SECTION - I
INVITATION OF BIDS

Bhopal Smart City Development Corporation Limited, invites online bids, under two envelopes system, from prospective contractors / reputed Indian agencies for providing House Keeping and Facility Management Services at Bhopal Smart City Development Corporation Limited, office Near Tatpar Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023 for a period of one year which can be extendable further for one year according to the performance. Interested Bidders may obtain further information from the office of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED., Bhopal. Bids are invited for the work mentioned hereunder:

S.no.	Items	Description
A	Scope of Work	Providing House Keeping and Facility Management Services at Bhopal Smart City Development Corporation office near Tatpar Petrol Pump Petrol Pump, Sector A, Berkheda, Bhopal, for a period of one year, which can be extendable further for one year according to the performance
B	Cost of Bid Document	Rs.1000/- (non-refundable)
C	Purchase of Tender start Date	24/May/2017 17:00 hrs
D	Prebid meeting Date and Time	01/June/2017 12:00 hrs
E	Purchase of Tender End Date	15/June/2017 16:00 hrs
F	Bid Submission End Date	15/June/2017 17:30 hrs
G	Technical Proposal (Envelope B) Open Date	19/June/2017 10:30 hrs
H	Financial Bid (Envelope C) Open Date	Will be intimated to successful bidder in Technical Bid
I	EMD	Rs. 20,000/- (Rupees Twenty Thousand only)
J	Address for Communication and for Prebid meeting	Near Tatpar Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023 smartcitycell@bmconline.gov.in

Note: Tender can be downloaded from the website www.mpeproc.gov.in

Any future Corrigenda/Information shall be posted From Bhopal Smart City Development Corporation Ltd. Account on website of state E-Procurement portal www.mpeproc.gov.in

SECTION - II

Letter for Submission of Tender

Ref. No.

Dated:

To

The Chief Executive Officer
Bhopal Smart City Development Corporation Limited
147 Zone I, MP Nagar
Bhopal – 462011 (M P).

Ref: "Providing House Keeping and Facility Management Services at Bhopal Smart City Development Corporation office" near Tatpar Petrol Pump, Sector A, Berkheda, Bhopal, for a period of one year which can be extendable further for one year according to the performance, against Tender no. MPBSCDCL/TENDER NO -29.

Dear Sir,

Having examined the tender document relating to the Providing House Keeping and Facility Management Services at Bhopal Smart City Development Corporation office near Tatpar Petrol Pump Petrol Pump, Sector A, Berkheda, Bhopal, for a period of one year as which can be extendable further for one year according to the performance detailed in your tender, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the House Keeping and facility management services in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying Technical & commercial Bid.

If after the tender document is accepted, we fail to complete the commissioning of the items As per the order. We agree that, Bhopal Smart City Development Corporation Limited shall have full authority to forfeit the Earnest Money and cancel our order with no obligation on their part.

We confirm having deposited earnest money of Rs 20,000/- (Rupees Twenty Thousand only) through MP Eproc E-tendering portal..... dated Drawn on

..... Bank Branch attached here to, and general information required is as per annexure attached.

We further confirm that -

1. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
2. We have sufficient trained and experienced workers and necessary materials to execute the order efficiently in the specified time schedule.
3. The quoted rates shall be valid till the completion of the order but not less than 150 days.
4. We further confirm that all chapters of the tender documents have been read, Understood and signed and there is no deviation/discrepancy. We hereby certify that we as a company /firm and have not been blacklisted by any government departments / Agencies.

Signature of the Lead Bidder

With stamp and date

SECTION - III
GENERAL INFORMATION AND EMD DETAILS

1	EMD Details	Shall be paid online through E-TENDERING portal www.mpeproc.gov.in
	Amount in Rs.	
	Name of the Bank:	
2	Name and Address of the Bidder	
3	Contacts:	
4	Telephones:	
5	Fax:	
6	E-mail:	
7	Mobile No:	
8	Category of the Bidder (Whether Company, Partnership Firm or Proprietary Concern)	
9	Name of Chief Executive Officer and Telephone No.	
10	Year of Establishment	

Note: Separate sheets may be attached wherever necessary.

With stamp and date

Signature of the Bidder

SECTION - IV

INSTRUCTIONS TO BIDDERS:

1. Submission of Bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by Bhopal Smart City Development Corporation Ltd.
2. DEFINITIONS
 - i) “**The Purchaser**” means the Bhopal Smart City Development Corporation, Bhopal (M.P.)
 - ii) “**The Bidder**” means the individual or firm who participates in the tender and submits its bid.
 - iii) “**The Contractor**” means the individual or firm Providing House Keeping & Facility Management Services under the contract.
 - iv) “**The Services**” means all House Keeping & Facility Management Services with materials which the Contractor is required to provide to the Purchaser under the contract.
 - v) “**CONTRACT.**” means the final Acceptance of Tender placed by the purchaser on the Contractor signed by the purchaser including all attachments and appendices thereto and all documents incorporate by reference therein.
3. Eligibility conditions:
 1. Registered office or one of the branch offices of the bidder should be locate in Bhopal.
 2. Must have experience of providing House Keeping & Facility Management Services satisfactorily to any Central/State PSU/Department or Private Limited firms of repute/ 3 star Hotels/ malls.
 3. Minimum average turnover of Rs Two Lakh per year.
4. Downloading of Tender document: Interested Bidder can also download the tender document from Bhopal Smart City Development Corporation Limited account from MP e-Proc tendering Portal www.mpeproc.gov.in and can participate in this tender. The bidders, who download the tender documents, shall pay Rs.1000/-online through E tendering Portal, towards the cost of tender document.

The Bidder shall inspect all premises and identify the requirement of minimum number of Personnel, material and equipment which may be necessary to be deployed to undertake the specified scope of work and give appropriate price bid accordingly.
5. Bid Security / Earnest Money Deposit
 - i) EMD amount will be accepted by online payment which can be paid through MP E-tendering portal in favor of Bhopal Smart City Development Corporation Ltd. Through **NEFT/RTGS**. The bid without **shall be rejected**.
 - ii) Without prejudice to any other right of Bhopal Smart City Development Corporation Ltd the Earnest Money Deposit may be forfeited by Bhopal Smart City Development Corporation Ltd:
 - (a) If the Bidder withdraws his bid during the period of bid validity; or
 - (b) In case the successful Bidder refuses to sign the Agreement; or
 - (c) If the bidder fails to furnish the Performance Security.

In all the above cases, the bidder will not be eligible to participate in the tender for same work for Three years from the date of issue of contract.
 - (iii) EMD will be refunded to the bidders within thirty days from the date of issue of award letter to the successful bidder.

6. Documents Comprising the Bid and Submission of Bid

The bids should be submitted in online through Tender portal www.mpeproc.gov.in– “MANDATORY”, “TECHINCAL BID” and “FINANCIAL BID”

- (I) The “**Mandatory Bid**” shall contain the following components:
1. Earnest Money Deposit of **Rs. 20,000/-** should be pay online through E-portal www.mpeproc.gov.in. The bid without EMD shall be rejected
 2. Tender fee of Rs.1000/- for cost of bid document shall be pay online through E tendering portal, www.mpeproc.gov.in
- (II) The “**Technical Bid**” shall contain the following components
- a. Attested copies of Documents required to be submitted for establishing Bidders Eligibility and Qualifications.
 - I Copy of proof of having office in Bhopal
 - ii. Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be.
 - iii. Certificate(s) from Manager level executive/officer of clients for establishing experience of having satisfactorily providing House Keeping Services “OR” the PO issued for the work and proof of having received final payment against the PO.
 - Iv Chartered Accountant’s certificate/ ITR for verifying
 - v Copy of Service Tax Registration.
 - vi Details of EPF / ESI Registration along with evidence
 - vii Copy of PAN card
 - d. Technical Bid Form-. **All pages of the original bid shall be signed by the person or persons authorized for signing the bid.**
 - e. Non-participation of any close relative in (Declaration on Rs100 stamp paper)
- III) **Financial Bid can be quoted online through E tendering portal www.mpeproc.gov.in**

7. Non-participation of near relatives:

The bidder should give a certificate in Form at Section VIII that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and Bhopal Smart City Development Corporation Ltd. will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as

(a) Members of a Hindu undivided family.

(b) They are husband and wife

(c) The one is related to the other in the manner as father, mother, son(s), & son's wife(daughter in law), daughter(s) & daughter's husband(son in law), brother(s) and brother's wife, sister(s) and sister's husband(brother- in- law).

8. Rates:

(i) Rates are to be quoted online through E-Tendering Portal.

(ii) The rates quoted should be firm and final inclusive of all Material charges, EPF-ESI Contribution, Service Charges, Service Taxes/ levis if any, as applicable and shall not be subject to any change/revision during the contract period.

(iii) No enhancement of rates will be allowed for the job contract during the currency of contract subject to minimum wage revision by the authority.

Following procedures shall be adapted in case of difference in quoted rates in figures And words and extensions:

1. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.

2. Where the amount of an item is not worked out or it does not correspond to the rate Either in figure or in words, the rates quoted in words shall be considered as correct and necessary' extension made.

3. Where the rates quoted by the bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the bidder shall be considered as correct and amount shall be corrected accordingly.

9. Cost of Bidding

The bidders shall bear all costs associated with the preparation and submission of the Bid. Bhopal Smart City Development Corporation Limited in no case be responsible for these costs regardless of the conduct or outcome of the Bidding process.

10. Validity of bid

- (i) The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by Bhopal Smart City Development Corporation Limited as non-responsive.
- (ii) The Bhopal Smart City Development Corporation Limited may request the bidder for extension of period of bid validity. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

11. Bid opening

- (i) BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall open the Technical bid cover containing documents in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. After scrutiny of the Technical Bid for its satisfactory specification, the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED will shortlist those who are eligible and the date of opening of Financial Bid will be intimated on our website. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.
- (ii) In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India / State Govt. The revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

12. Amendment of Bid Documents

- (i) At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- (ii) The amendments shall be notified on our website by corrigendum and these amendments will be binding on them.
- (iii) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

13. Missing Documents:

If any of the documents required to be submitted along with the technical bid is found wanting the offer is liable to be rejected at that stage. However, the purchaser at its discretion may also ask for the submission of additional / missing documents within a stipulated time period. In such case(s) the bidder shall have to comply with the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

14. Acceptance/Termination of Bid

The BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason, whatsoever and without thereby incurring any liability to the affected bidder or bidders on the Grounds of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED action.

15. Evaluation after opening of Financial Bid

- (i) BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order. A conditional bid will be rejected by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED. (ii) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (ii) BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the items offered inclusive of all levies and charges as indicated in the price schedule of the financial bid of the bid document. The final evaluation of bid shall be on grand amount arrived.

16. Issue of Letter of Intent.

BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall consider placement of Letter of Intent to those bidder whose offers have been found technically and financially acceptable. The bidder shall within 14 days of issue of Letter of interest, give his acceptance along with performance security in conformity with the bid document.

17. Signing of Contract

BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall issue the Final Acceptance of Tender and an agreement shall be drawn within 15 days of issuance of FAT. The signing of contract shall constitute the award of contract on the bidder. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED may at its discretion award the work to other bidder or call for fresh bids.

18. Right to vary Quantities

- (i) BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED will have the right to increase or decrease up to 25% of the Tender Quantity of Services specified in the scheduled of requirements without any change in the charges of the offered quantity or other terms and conditions at the time of award of contract. However BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall place order as per the actual requirements only from time to time.

19. Purchaser's Right to Accept Any Bid and to reject any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

20. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to provide the services as per the terms and condition of the tender. Further, the Contractor who provides the services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

21. Purchaser reserves the right to blacklist a bidder for tendering in BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED for a maximum period of 2 years in case he fails to honor his bid without sufficient grounds.

SECTION - V
Scope of Work

1. Quantum of work:-

1.1 BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED intends to appoint a reputed agency for providing Housekeeping and Facility Management Services at the location detailed below:

Sl. No	Tender No	Location	Plot Area sq meter *
1	Tender Notice no: MPBSCDCL/TENDER NO - 29	Office building of Bhopal Smart Development Corporation, Near Tatpar Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 46202	616 Sq. Mtr.

2 SCOPE OF WORK.

The works of Housekeeping and Facility Management Services stipulated under this contract include broadly the following nature of work:-

Keeping the inside premises clean daily of residues/used materials and maintenance of floors, rooms, offices, in the respective buildings and cleaning of toilets/lavatory blocks with phenyle, liquid soaps, neptha balls etc. including removing cobwebs, birds net etc. and disposal of garbage, wastes or any other sweeping garbage with all unskilled manpower, materials, tools and tackles etc as per details specifications and directions of the officer incharge on all the working days. The following procedure shall be adopted.

- 1) Sweeping, Cleaning and wiping of closed and open area in entire Bhopal Smart City Development Corporation Limited.
- 2) Dusting of furniture, office equipment, lightweight partitions, attachments and fixtures like fans, tubes, fire extinguishers, first aid boxes, fire alarm panels, notice boards as per periodicity prescribed.
- 3) Cleaning of water tanks (both underground as well as overhead) and well as per periodicity prescribed. Vendor has to ensure that person engaged for toilet cleaning will not be entrusted Cleaning of water tanks to maintain hygenic conditions.
- 4) Daily removing waste/garbage and dumping it at the place earmarked by the Local Municipal Authority for the purpose at the contractors costs. The agency shall not dump it inside the premises

2.1 SPECIFICATION AND PERIODICITY OF CARRYING OUT THE ACTIVITIES:

1) Cleaning of Urinals, Toilets& Bathrooms:

- a. Toilet & Bathrooms shall be cleaned as per the time schedule given in Section VII of the Tender Document
- b. For cleaning Toilet, the agency worker would sprinkle toilet cleaning material like Harpic& then brush.
- c. Bathroom surface should be cleaned using Phenyl.
- d. Agency should ensure that the Toilet pots are stain free
- e. Agency should also ensure that both bathroom and toilets are free Fromany bad/foul smell.
- f. Agency will keep a chart at suitable location and the agency supervisor will sign with date time on it after every cleaning

2) Cleaning of Floor:

- (i) Floor /Corridors /gallery/balcony of both side will be cleaned as per the time schedule given in Section VII of the Tender Document
- (ii) The cleaning would be done first by brooming and then the floor would be mopped by Water mixed with Phenyl in 1:30 (one bucket of 20 liter with 100ml phenyl using rubber/cloth scrubber with bar type handle.

3) Inside Office:

- a. Dusting of entire furniture and office equipment with appropriate dusting cloths to be cleaned as per the time schedule given in Section VII of the Tender Document
- b. Floor without carpet will be cleaned daily first by broom and then will be mopped by water mixed with phenyl.
- c. Carpet, sofa, curtains and file racks the same will be cleaned every day.
- d. Toilet inside the office shall be clean like mentioned in toilet and urinals

4) General: applicable to all

1. The entire floor area of including stair cases, has to be swept as per the time schedule given in Section VII of the Tender Document
2. Dusting of light weight partitons, ceiling, fans, tubes and other fixtures, weekly preferably on Saturdays with wiping cloth/.
3. Washing of tiles in open/covered areas weekly once.
4. Wiping the area of Customer interface like, visitors lawn, etc. daily (before 9.30 am) with suitable detergent as directed above.
5. All passages, staircase should be swept and mopped out with water daily.
6. Attachment on the walls like fire extinguishers, first aid boxes, notice boards should be cleaned daily.
7. Cleaning of overhead/under ground water tanks once in Quarter.
8. Removal of garbage/ packing material from the entire rooms / halls /pantries/ staircase daily.
9. Cleaning of pantries/washbasins twice a day (with detergent/acid and put naphthalene balls).
10. Cleaning of Windows/doors/ balconies/roof once in a week/as and when required.
11. Cleaning of water coolers, dustbins, water flasks, and buckets with detergent at least once in a week as and when required during the week.

12. cleaning of sofa sets and curtains and file racks with vacuum cleaner thrice a week.
13. Proper cleaning of brass doors knobs and name plates with brasso – once in a week.
14. Cleaning/sweeping of open area i.e., staircase, passages And toilets also to be carried out on Sunday and Holidays also as per requirement given by concerned authority.
15. Toiletries and other cleaning materials including vacuum cleaner to be provided should be of high quality and branded one.
16. Contractor shall provide all materials/consumables required for the work at his own expenses and nothing extra shall be paid by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .

SECTION - VI
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Security Deposit

The retention money equivalent to 10% of gross value of the each running Bill shall be retained from Contractor's bill as security deposit toward performance of the contract and shall be returned after successful completion of the contract. No interest shall be paid on this by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED.

2. Period of Contract.

The Contract is initially for a period of three years and is extendable for a further period of two years on mutual agreement.

3. Termination of Contract

3.1.1. BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED may without prejudice, to any other remedy for breach of contract may terminate the contract in whole or in parts.

3.1.2. If the contractor fails to provide service to the satisfaction of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED within the period (s) specified in the contract or any extension thereof granted by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .

3.1.3. If the contractor fails to perform any other obligation(s) under the contract

3.1.4. If the contractor does not follow the labour laws or other statutes in the Matter.

3.1.5. If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED may authorize in writing) after receipt of the default notice from the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .

3.1.6. BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED may without prejudice, to other rights under law or the contract provided services done at the risk and cost of the contractor, in above circumstances.

3.1.7. In the event of such termination, the proportionate performance security of the component of work terminated shall be forfeited completely.

3.1.8 Depending upon the severity of negligence, BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED reserves the right to blacklist the agency/contractor from further participation in any of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED tenders / Contracts. The decision of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall be final in this regard.

4. Termination for insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

5. Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED in writing of such condition and the cause thereof. Unless otherwise directed by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

6. The contractor shall employ only trained and experienced workers having courteous manners, after verifying their antecedent.

7. Statutory Obligations

- (i) The payment of wages of the staff/worker should be made in accordance with the Minimum Wages Act. Any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) The Contractor will have to observe the statutory obligations imposed under the concerned applicable laws such as the Contract Labour(R&A) Act 1970 with Contract Labour(R&A) 1971. The Employees State Insurance Act 1948, the provident Fund Act. The Minimum Wages Act 1948, the payment of Bonus Act, 1963, Act 1927, I.D. Act, 1947 and the provisions of Employment of Children Act 1938, House of Employment Regulation and Children Act 1938, . The Shops and Establishment Act., Etc. and other relevant Acts applicable and/or statutes that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.
- (iii) The Contractor shall keep the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED may be put to or involved as a result of Contractor's failure to fulfill any of the obligations here under and/or under statutes and/or any bye-laws or rules framed there under or any of them.
- (iv) In case of accident arising out of and in the course of this agreement, BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED willnot be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever.
- (v) All the taxes/levies/fee charges payable to Govt. Deptt./Local bodies shall be paid by the contractor & no claim whatsoever should be recovered from the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .

8. Arbitration

BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED /GoMP and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at Bhopal Madhya Pradesh and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

9. Set off :

Any sum of money due and payable to the contractor (including Performance/security deposit refundable to him) under this contract may be appropriated by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED and set off the same against any claim of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED for payment of a sum of money arising out of this contract or under any other contract made by contractor with BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .

SECTION – VII

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in section IV and General (Commercial) Conditions of the Contract as contained in section VI and wherever there is a conflict, the provisions herein shall prevail over those in section IV & VI.
2. The contractor before the start of work should submit the details of Supervisor and their mobile numbers. The contractor also should furnish the full details regarding residential address, age, qualification along with photograph & telephone number of all housekeeping personnel for records. Any subsequent change shall be done only after the intimation to the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED’s officer In Charge.
3. The contractor should deploy one full time Supervisor with mobile phone who shall report to the controlling officer daily. The Supervisor shall also visit all the offices daily to supervise cleaning activities. In order to ensure proper cleanliness the contractor has to take cleanliness certificate (under diary) for each floor from the appointed floor – wardens or as the case may be as set out by the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED Officer In-charge.

4. TIME SCHEDULE OF WORKS OF HOUSE KEEPING AND FACILITY MANAGEMENT ACTIVITIES

Srl.	Item.	Activities involved.	Frequency	Work to be completed During day and time.
01.	Surfaces on the periphery of the Bhopal Smart City Development Corporation Ltd. Office.	Maintenance & cleaning of surfaces on the periphery of the Bhopal Smart City Development Corporation office	Once in every Quarter or as required to maintain proper cleaning.	As per instructions
02.	Glass walls (partition) on the periphery of office	Maintenance & cleaning of Glass walls (partition)	Everyday as required to maintain proper cleaning.	As per instructions

03.	Toilets	<p>1. Deep cleaning of the toilets including WCs and Urinals with attached water and washbasins by using disinfecting materials like phenyl, harpic, vim, surf etc., and also cleaning of all sanitary fittings, tiles and mirrors on the walls in the toilets.</p> <p>2. Sweeping the floor in & mopping with water and Phenyl.</p> <p>3. Putting naphthalene balls on urine pot & wash basins.</p> <p>4. Removal of blockages and clogging in the washbasins and other sanitary fittings in the toilets for smooth outflow of wastewater.</p> <p>5. Collect all the sweepings, garbage and wastes and dispose of the same to the nearest pit.</p>	<p>Two times a day or more often as required.</p> <p>Two times a day.</p> <p>Daily or as required</p> <p>Daily or as required</p> <p>Daily or as required</p>	<p>08-30 a.m. to 09-30 a.m. & 01-30 p.m. to 03-00 p.m.</p> <p>08-30 a.m. to 09-30 a.m. & 01-30 p.m. to 03-00 p.m.</p> <p>08-30 a.m. to 09-30 a.m.</p> <p>08-30 a.m. to 09-30 a.m.</p> <p>08-30 a.m. to 09-30 a.m.</p>
04.	Officer chambers & office rooms In all buildings	Sweeping the floor & mopping with water and phenyl. Dusting furniture, black boards, doors, windows, partitions including the particle board, glass and aluminum channels, etc.	Daily.	08-30 a.m. to 09-45 a.m.
05.	Lobby, balcony, Passage and common area and rooms and canteen	Sweeping the floor & mopping with water and phenyl.	Two times a day.	08-30 a.m. to 09-30 a.m. & 01-30 p.m. to 03-00 p.m.
06.	Corridors including common space and canteen	Dusting of furniture, windows, doors pelmets and curtains etc.	Twice a week	As per instructions
07.	Over head & Under ground Water Tank	Cleaning of water tanks once In a quarter	Once in a In a quarter	As per instructions

08.	Special cleaning activities	1. Removal of cobwebs from all the places. 2. Removal of dust accumulated on the walls, windows panes and ventilators in the toilets. Cleaning of windows (with glasses). Cleaning of all other common areas which are normally difficult to access. 3. Cleaning of water coolers, dustbins, water flask and buckets with detergent 4. Cleaning of carpet, sofa sets, curtains and file rack with vacuum cleaner	Fortnightly . Fortnightly Once in a week Once in a week	As per instructions
09.	Cellar	Sweeping/neating and removal of cobwebs	Daily	08-00 a.m. to 09.30 a.m.
10.	Cable Chamber		Yearly or as required	
11.	Electronics Items	Dusting and Cleaning of all the electronic itrms such as computers, printers, computer peripheries etc	Once a day	
Wooden panels/doors first Saturday of the month				

5. TIME SCHEDULE OF WORKS OF HOUSE KEEPING ACTIVITIES IN OPEN AREA

Sl. No.	Item.	Activities involved.	Frequency.	Day and time.
01.	Open space	1. Sweeping mopping of front & back side of building. Office	Daily Daily	As per instructions
02.	Drainage of toilets shaft area in all buildings	Cleaning & removal of mud etc. causing drainage blocking.	Fortnightly or as and when required	As per instructions
03.	Open Space	Washing between foyer to grill, toilet & open space.	Daily	As per instructions

6. The contractor shall provide without any extra charge all the Housekeeping materials / consumables, such as Brooms, Cobweb sticks, Dusters, Mop sticks, Buckets, Mugs, Toilet Cleaner, Floor cleaner, Toilet fresheners, urinal cakes, cleaning powder, phenyl, Hand wash liquid, toilet cleaning brush, cleaning / dusting cloth, Water Wipers, Dust bins, Garbage bins, Naphthalene balls, etc., as required to execute the above jobs. In case the contractor fails to provide such materials in sufficient quantity as required for the job, such materials / consumables shall be procured at the risk and cost of the contractor.

Bhopal Smart City Development Corporation Limited will not bear any cost of purchasing of cleaning items, tools ,liquids etc. Everything shall be beard by the contractor

7. The contract will be in force for a period of one years from the date of award of contract. This office reserves the right to extend the duration of the contract for a further period of 24 months subject to satisfactory performance as per the same terms and conditions
8. The working hours will be from 08.30 a.m. to 5.30 p.m. daily. A skeleton staff would be required beyond 5.30 pm on all working days to cater for emergency services. If a particular person is absent on any day another person should be deployed in his/her place. The personnel should attend to work punctually and complete the cleaning work of the entire office premises before 9.45 am daily. The personnel will perform all the duties assigned to the contractor and as specified by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED from time to time.
9. The contractor shall assign the job of providing housekeeping service only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED have to be compensated by contractor. The contractor shall remove forthwith any of its worker found undisciplined.
10. The contractor shall issue name badges to all its representatives and ensure that they Wear them while on duty. Contractor shall issue to all its workers, Identity cards bearing their photographs this shall be ensured by the contractor, without any extra cost to BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .
11. The engagement and employment of laborers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED may ask the contractor to produce documents to verify that the contractor complies with the provisions/laws. In case the contractor fails to pay due wages to its workers, BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall deduct such amount from the due amount of the contractor and pay the wages directly to the workers.
12. **Payment of Contractor's Bills**
 - 12.1. The contractor shall be paid 90% of the total amount on submission of each Bill. 10% shall be retained as interest free retention money. The payment due to the Contractor shall be made only in Indian Currency by way of Crossed Account Payee Cheque and shall be subject to Income tax deduction at source at the rates prescribed by law .In no case, will BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED be responsible if the cheque is mislaid or mis-appropriated by unauthorized person. Wherever any claim for the payment against the Contractor arises as per the contract, the same may be deducted from the bill of the Contractor or from his security deposit. BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED further reserves the right to enforce recovery of over-payment when detected. Similarly, if any underpayment is discovered, the amount shall be paid to the Contractor. Payment shall be made monthly for which the contractor shall submit the following documents along with bill:
 - (i) Copy of register of works carried out during the month for which bill for payment is submitted (as per agreed format before the start of work)
 - (ii) Copies of authenticated documents of proof of payments of EPF/ESI contribution.

- (iii) A declaration from the contractor regarding compliance of the conditions of EPF/ESI Act in case of any exemption for such contribution.
- (iv) Payment to contractor will be made within a month through crossed Cheque /EFT against proper bills submitted by the contractor.
- (v) Income Tax shall be deducted against bills submitted.

13. Penalty

- 13.1. In case of failure to perform daily service or if the quality of services is not satisfactory no payment shall be made for such area including imposing a penalty of maximum of 10% of the daily approved rate . An additional penalty of Rs. 100 (Rs. one Hundred) per day per toilet block shall be imposed for failure to carry out daily housekeeping services or unsatisfactory services of toilets.
- 13.2. For failure to perform weekly or fortnightly activities, a penalty @10% of the monthly final bill amount (arrived at after all deductions pertaining to the work) shall be imposed.
- 13.3. If contractor fails to perform any of the activities as per agreement, then without prejudice to any penalty and recovery imposed, BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED may carry out such part of the work at the risk and cost of the contractor
- 13.4. Decision of designated officer of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED for this purpose shall be final and binding upon contractor.

14. No sub-contracting is permissible by BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED.

15. The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the House keeping services.

16. The contractor will ensure that no person deployed by it indulges in smoking, drinking alcohol, consumption of any intoxicants, chewing pan, tobacco etc unnecessarily loitering in the premises with work. If any person deployed by the contractor is found to be indulging in these activities, a penalty of Rs. 100/- per person per incident will be leviable by the department which will be intimated by the department to the contractor within 03 days of the incident, and deducted from monthly payment of the contractor.

17. Contractor and the Supervisor assigned for the building has to compulsorily take connection for business promotion of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .

SECTION - VIII
BHOPAL SMART CITY DEVELOPMENT CORPORATION LTD.

DECLARATION
(On Rs. 100 / - Stamp Paper)

To be executed by the Bidder attested by Notary Public and submitted in original

I / We declare:-

1. That I/We or any of my/our partner(s)/Director is/are neither working in any capacity in any units of the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED nor removed/ dismissed from services of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED.
2. That I/We or any of my/your partner's/Director relatives (as defined in note below) are neither employed in any capacity in the BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED or removed/dismissed from service of BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .
3. That in case of change of partners/Director or change in construction of the firm/Company I/We shall abide by the conditions 1 and 2 above shall bring any change to the knowledge of Sr. General Manager (Projects) immediately.
4. i) That I / We shall intimate the names of persons who are working with me / us in any capacity or are subsequently employed by me/us .
ii) That none of my/our employees is a removed/dismissed employee of any unit of either BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED .

I _____s/o _____r/o _____ hereby certify that none of my relative(s) as defined in the tender document is/are employed in BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED as per details given in the tender document. In case at any stage, it is found that the information given by me is false/incorrect, BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED shall have the absolute right to take any action as deemed fit without any prior intimation to me.

I/We am/are aware that any breach of the above conditions would render me/us to be removed from the approved list of contractors of SDC, along with cancellation of existing contractors and forfeiting of my/our Bid Security /Security Deposit.

STATION: _____ NAME OF THE BIDDER WITH SIGNATURE
AND CAPACITY IN WHICH HE IS SIGNING

Address of (Company/Partnership/Propriety firm):

Registration No:

PAN:

Service Tax:

Sales Tax:

Labour License:

Date:

NOTE:

- (i) The term "relatives" means,
 - Member of a Hindu Undivided Family
 - Husband & Wife
 - Father, Mother, Sons & Son's wife (Daughter in Law), Daughter(s) & Daughter's Husband (Son in law), Brother's & Brother's Wife, Sister's & Sister's Husband (Brother in law)
- (ii) In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company / or authorized signature.

SECTION - IX

EXPERIENCE CERTIFICATE FORMAT

Certified that M/s _____ has provided
housekeeping services in the _____

(Name of Organization with address)

Satisfactorily for the period from _____ to _____ as per the Work
order No. _____ of dated _____.

**Signature of Authorized Signatory
with Rubber Stamp**

SECTION - X

AGREEMENT

PROFORMA OF AGREEMENT

(To be executed on a non-judicial stamp paper of Rs.100/-)

CONTRACT AGREEMENT FOR HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES AT NEW NMC BUILDING, 47 A, ARERA HILLS, BHOPAL

(The day of _____ month _____ of the year 2012)

BETWEEN M/S.

In the town of Bhopal here in after called the 'CONTRACTOR' on the one part, Bhopal Smart City Development Corporation Ltd. here in after called the 'OWNER' on the other part.

WHEREAS the owner being desirous of having provided and executed certain work mentioned, enumerated or referred to in the tender documents including Invitation of Bids tender.

General procedure, conditions, and terms and conditions of the contract.

WHEREAS the contractor has inspected the site and surroundings of the works specified in The tender documents and has satisfied by careful examination before Submitting his tender As to the nature of work, the form and nature of site and local conditions, the nature and the magnitude of the work, the availability of labour and Materials necessary for the execution of work, the means of access to the site, the Supply of power and water there to and the accommodation he may require, and, has Made local and independent enquiries, obtained complete information on the matters And things referred to or implied in the tender document or having any connection, there with, and has considered the nature and extent of all probable and possible Situation, hindrances, delays or interference to or with the execution and completion of the work to be carried out under the contracts and has examined and considered all other matters, condition and things and probable and possible contingencies and generally all matters incidentalthereof and ancillary there of attending the execution and completion of the work which might have influenced him in the making his tender.

Any lapse if noticed or portion or work found not carried out, proportionate deduction will be Made from monthly bills. Whereas the notice inviting tender, general procedure & conditions, and terms and conditions of work, any statement of agreed acceptance of tender, its enclosures, copies for which are here to annexed form part of this contract though separately and included in the expression CONTRACT where ever herein.

If there is any dispute between the labour and the contractor same has to be resolved by the contractor including all labour laws and regulations. Department do not own any responsibility on this account.

The contractor has to pay minimum wages to his workers as per the law. The P.F. and E.S.I Will be liability of the contractor.

That all the terms & conditions of the Tender document are part of this agreement

AND WHEREAS the Owner accepted the tender of the Contractor for the provision and the execution of the said work at the rates stated in the tender and finally approved by owner upon the terms and subject to the condition of contract.

WHEREAS it is specifically and distinctly understood and agreed between the owner and contractor that the contractor shall have no right, title or interest in The site made available by the owner for execution of work or in the building and the owner shall have absolute and unfettered right to take full possession of the site and to remove the contractor, his servants and materials belonging to the contractor his servants and materials and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the work only as a license implication and shall not have any claim, right, title or interest in the site or the structure erected there on and owner shall be entitled to terminate such license at any time Without assigning any reason.

For
Bhopal Smart City Development
Corporation Ltd.

For
M/s _____

(Name & Signature)

(Name & Signature)

Place :

Date :

In the presence of two witnesses

1)

1)

2)

2)

SECTION - XI
Technical Bid

Technical Bid for House Keeping and Facility Management Services at Bhopal Smart City Development Corporation Limited office, near Tatpar Petrol Pump, Barkheda, Bhopal

General Information & Eligibility Criteria

(Attested copies of Documents required to be submitted for establishing Bidders Eligibility and Qualifications.)

1	Name and Address of the Bidder	
2	Category of the Bidder (Whether Company, Partnership Firm or Proprietary Concern)	
3	Name of Chief Executive Officer and Telephone No.	
4	Sales Tax / Commercial Tax / CST nos.	
5	Service Tax No.	
6	Income Tax PAN/GIR No.	
7	PF Registration No.	
8	ESI Registration No.	
9	Yearly turnover of the last 3 years 2015-16 2014-15 2013-14 (Minimum average turnover of Rs. Two Lakh per year)	
10	Chartered Accountant's certificate/ ITR for verifying	
11	List of Major Clients and the size of orders executed	
12	Registered office or one of the branch offices of the bidder should be located in Bhopal	
13	Must have experience of providing Housekeeping Services satisfactorily to any Central / State PSU / Department or Private Limited firms of repute / 3 star Hotels / Malls	
14	Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be.	
15	Manpower proposed to be deployed for execution of work as per tender Skilled Semi-skilled Unskilled Total (Please specify the numbers)	
16	List of consumables proposed to be used with quantity/ make per month	
17	List of equipment proposed to be used for the work as per tender work requirements	

SECTION – XII

Financial Bid

House Keeping and Facility Management Services at Bhopal Smart City Development Corporation Limited office, Bhopal.

S.no	Description	Rate
1.	Work contract including Manpower as specified in Technical Bid, consumables & allied accessories for House Keeping and Facility Management works at Floor, Open space & Glass walls of office of all statutory contributions, Duties & including all taxes except service tax which shall be payable as per applicable rates.	
2.	Maintenance & Cleaning of Surfaces on the periphery of Bhopal Smart City Development Corporation Limited office, “Charges per month”	
	Total(Rupees)	

(In words: Rupees..... Only)

**Signature of Authorized Signatory
With Rubber Stamp**