

| Tender Information | |
|---|--|
| Source (Name of Power) | XEN/T&M, DHBVN, Vidyut Sadan, Vidyut Nagar, Hisar |
| Classification | Civil Works |
| NIT Number | 07/XEN/T&M/2019-20 |
| | Providing Services for hygienic/cleaning/sweeping/sanitation of A, B, C, D Blocks of all the floors of Vidyut Sadan and Multipurpose Building (Data Centre) and surrounding area of Vidyut Sadan including Driver's Room, Parking area, Vidyut Nagar, Hisar, Haryana with maintenance of lawn i.e. preparation of flowers, beds and cleaning of wild grass, bushes etc. including its disposal & other Miscellaneous jobs for one year at Vidyut Sadan, Vidyut Nagar, Hisar. |
| Date from which Tender available on website: | 04.09.2019 (17:00 Hrs) |
| Last date of Bid Submission Online | 25.09.2019 (13:00 Hrs) |
| Bid Opening Date | 26.09.2019 (15:00 Hrs) |
| Contract Info | XEN/T&M, DHBVN, Hisar, Haryana. Mobile No. 9050325999, 9041424972, |
| Estimated Cost of work | Rs. 31,56,963/- |
| EMD Amount | Rs. 64000/- |
| e-service fee | Rs. 1,000/- |
| Tender Document Cost | Rs. 5,000/- |

DAKSHIN HARYANA BIJLI VITRAN NIGAM
(A Govt. of Haryana Undertaking)
Website: www.dhbvn.org.in

NIT No. 07/XEN/T&M/2019-20

Detailed Notice Inviting Tender (DNIT)

E-Tender is invited for below mentioned work in two parts (Part-I & Part-II) i.e
Part-I (Technical bid and Part-II (Price bid) in separate envelopes:-

| Sr. No. | Name of Work | Total Project Cost in Rs. Laks | Bid Security (EMD) to deposited | Tender Documents fee + e-service fees | Start Date & Time of bid Preparation & Submission | Expiry Date & Time of bid preparation & Submission |
|---------|---|--------------------------------|---------------------------------|---------------------------------------|---|--|
| 1. | Providing Services for hygienic cleaning/sweeping /sanitation of A, B, C, D Blocks of all the floors of Vidyut Sadan Building (Data Centre) and surrounding area of Vidyut Sadan including Drivers Room, Vidyut Nagar, Hisar with the maintenance of lawn i.e preparation of flower beds and cleaning of wild grass bushes etc. including it disposal & other miscellaneous jobs for one year at Vidyut Sadan , Vidyut Nagar, Hisar. | 31,56,963/- | 64000/- | 5000/- + 1000 | 04.09.2019 (17:00 Hrs.) | 25.09.2019 (13:00 Hrs.) |

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited in two parts i.e. PQR/Technical & Commercial Envelope. Eligibility and qualification of the firm/contractor will be first examined based on the details submitted online under first cover (PQR or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQR/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

XEN/T&M,
DHBVNL, Hisar.

Instruction regarding e-tendering:-

1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website https://etenders.hry.nic/nicgep/app_in to be eligible to participate in the e-Tender. He/ She will be required to make online payment towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his/her bids for the respective event/Tenders.
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before ; and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at https://etenders.hry.nic/nicgep/app_in.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Bidders can submit their tender documents (Online) as per the dates mentioned in NIT.

Important Note:

- 1) The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic/nicgep/app.in> Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic/nicgep/app.in>

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic/nicgep/app.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

Tel : 0120-4200462, 0120-4001002

Mobile : 8826246593

E-Mail : support-eproc[at]nic[dot]in

For any technical related queries please call at 24 x 7 Help Desk Number

Help Desk: 0120-4001002, 0120-4200462, 120-4001005, 0120-6277 787.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- 2.7 In case of any change in the authorization, it shall be the responsibility of management/partner of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company.
- 2.8 The procedure for application of a digital certificate however will remain the same for the new user.
- 2.9 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal

<https://etenders.hry.nic/nicgep/app.in>

4. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from e-tender Haryana portal or downloaded from the home page of the website - <https://etenders.hry.nic/nicgep/app.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic/nicgep/app.in>.

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic/nicgep/app.in>

7. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8.0 Online Payment of Tender Document Fee, e-Service fee & EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic/nicgep/app.in>) and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

NOTE:-

(A) *Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic/nicgep/app> in.*

(B) *For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic/nicgep/app> in., and click on the available link 'How to...?' to download the file.*

In the first instance, the online payment details of tender document fee+e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

**XEN/T&M,
DHBVN, Hisar.**

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INSTRUCTIONS TO THE BIDDERS

1. Scope of Work:

- a) Providing Services for hygienic cleaning / sweeping/ sanitation of A, B, C, D Blocks of all the floors of Vidyut Sadan & multipurpose building (Data Centre) and surrounding area of Vidyut Sadan including Driver's Room and its adjoining Parking area along with necessary required material and tools & plants. The disposal of waste garbage outside the Vidyut Nagar, Hisar is also in the scope of work. Maintenance of lawns i.e. preparation of flower beds and cleaning of wild grass, bushes etc. including its disposal & other miscellaneous jobs for one year at Vidyut Sadan, Vidyut Nagar, Hisar.

2. Qualification of Bidder:

Qualifying Requirements (QRs) / Eligibility Conditions for the tenderers are as under:-

The bids will be accepted from those eligible firms who fulfill following qualifying criteria:-

1. The bidders shall have capability of handling such work. Proof of having work done of similar nature for Five years as on closing date of tender and experience with State / Central Govt. Department or their subsidiary. Boards /Corp. / University / Medical / Engineering College / Art College aided by Govt. having Hostel Facility be attached with the technical bid.
2. A copy of work orders /contract agreements for the job executed and satisfactory performance for five years on the similar work be attached with the technical bid. Certificate shall also be duly signed by same authority in original with Office / Designation/ seal.
3. Minimum annual average turnover of firm for last five audited financial years should be 20.00 Lakhs. A certified copy of balance sheets be attached with the technical bid.
4. It is also made clear that since services shall be provided on outsource basis. Thus the participating firms need to describe their approach & methodology for excellent performance and to elaborate effective plans to carry out the scope of work within defined budgetary control.

5. The firm should have a valid labour license, duly registered with Labour department.
6. The firm should have PAN No., ESI, EPF code registration No., TIN No. & GST Number as per the statutory provisions and copy of the same shall have to be submitted along with the bids.

Evaluation of bids:

- a. The Technical evaluation will be done on the following basis of following technical criteria:-

(a). Technical Criteria (T)

| Description | Max Marks |
|--|------------------|
| Performance of firms/contractor in various organizations where worked /working | 50 |
| Turnover (Rs. in Lakhs) | 20 |
| Total | 70 |

- (A). The performance of the firm will be evaluated on the following parameters by the committee so constituted for the same which will visit the places where the firm/contractor has already worked/working: -

- | | |
|---|----------|
| 1. Hygienic cleaning, sweeping of the building. | 10 Marks |
| 2. Cleaning of toilets, fixtures washing of toilets. | 10 Marks |
| 3. Dusting cleaning of windows, doors, internal walls of the building. | 10 Marks |
| 4. Maintaining of garden/parking area in office complex. | 10 Marks |
| 5. Upkeeping of office complex including collecting of waste of various types such as dry papers etc. and its disposal. | 5 Marks |
| 6. Cleaning of glass panes. | 5 Marks |

- (B). Turnover will be evaluated as below: -

- | | |
|--|----------|
| 1. Firm having turnover of 20 Lakhs Per Annum. | 10 Marks |
| 2. For additional turnover of 5 Lakhs P.A. | 2 Marks |

(b). Financial Evaluation of bids:

The Financial Evaluation will be done as per following formula: -

(LP/FP X 100 X 0.30)

LP = Lowest price offer

FP = Price offer of the being evaluated

Total score of the bidders evaluated as under: -

Total Score = (Technical Score X 0.70) + (LP/FP X 100 X 0.30)

7. Other terms and conditions:-

- i) Even though the bidders meet the above qualification criteria they are subject to be disqualified, they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements.
 - ii) The Bidders shall supply partnership deed in case of partnership firm / Memorandum of Association and Article of Association in case of a company.
 - iii) Notwithstanding anything stated above Dakshin Haryana Bijli Vitran Nigam Ltd. reserves the right to assess the tenderer's capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the Dakshin Haryana Bijli Vitran Nigam Ltd. In this regard the decision of Dakshin Haryana Bijli Vitran Nigam Ltd. will be final.
8. The Tender Document can also be seen on DHBVNL website www.dhbvn.org.in
 9. Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date and time of submission of the bid.
 10. The tenderer shall only be submitted on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic/nicgep/app> in.
 11. The tenderers will quote their rates strictly as per details of price quoting sheet.
 12. Tenders through Fax / E-mail / telegraphic tenders / offline mode shall not be considered. Incomplete, obscure or irregular tender is liable for rejection. If the tenderer deliberately gives wrong information in his tender, DHBVNL reserves the right to reject such tender at any stage.
 13. All tenders received against open tender enquiry irrespective of whether they are from the approved Firms on the registered list or others, shall be considered, provided they are on the prescribed e-tendering process mentioned above.
 14. The validity of the tender/ quotation should be at least for 180 days from the date of opening of price bid.

15. The work will be awarded to the bidder with highest total score (Technical Score + Financial Score).
16. The contractor shall make the payment to the labour at the rates fixed by labour department Haryana for the relevant period. Variation in it, if any, during the currency of contract, shall be applicable for payment to the contractor as well, on production of its proof.
17. No deviation from the terms & conditions of tender shall be accepted. Once bidder submits the tender online, it is presumed that all the terms & conditions are accepted including payment terms.
18. The bidders / contractors shall observe the highest standard of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s), EMD is liable to be forfeited.
19. The bidder shall bear all costs associated with the preparation and submission of his bid, and DHBVNL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

20. Opening of Tender:-

The Part-I of i.e technical bids tenders will be opened in the office of XEN/T&M, DHBVN, Vidyut Sadan, Vidyut Nagar, Hisar in the presence of authorized representative of the tenderers, if they so desire, at the time and date set for opening of tenders or in case any extension was given thereof on the extended tender opening date and time. Tenderer's authorized representatives (up to two persons) may attend the opening.

- a. The Price Bid (Part-II of the tender) of the qualified bidders shall be opened after completion of evaluation of technical bids and intimation there upon.

b. Earnest Money:-

The Tenderer shall deposit requisite Earnest Money along with the tender to ensure that the tenderer takes up the contract in right earnest. An EMD amounting to **Rs. 64,000/-** is applicable which is to be paid online through RTGS / NEFT.

- i) The EMD of the successful tenderer will be adjusted against security deposit in the event of placement of order. EMD of unsuccessful tenderer will be refunded on finalization of contract.
 - ii) No interest shall be payable on Earnest Money Deposit.
 - iii) DHBVN reserves the right to forfeit Earnest Money Deposit or part thereof in circumstances which may indicate that the contractor is not earnest in executing the contract. EMD shall also be forfeited in case the bidder does not come forward for execution of the contract agreements and submission of balance security deposit.
 - iv) If the tenderer withdraws his tender at any stage during the currency of his validity period, the earnest money shall be forfeited in full in such cases.
- 21 XEN/T&M, DHBVNL, Hisar reserves the right to amend/ cancel the NIT or to reject any or all the tenders so received without assigning any reason.
22. All the fields of Price bid shall be filled by the bidder.

Note:

If it is observed after opening of the tenders that the rates quoted by the Firm / Contractor are less than minimum wages and not workable the tender of the firm shall be cancelled and earnest money deposited shall be forfeited. Further DHBVNL may also blacklist the firm for the same.

**XEN/T&M,
DHBVN, Hisar**

GENERAL TERMS AND CONDIONS OF CONTRACT

1) CONTRACT AGREEMENT

The contractor shall execute a contract agreement with DHBVN on a Non Judicial Stamp Paper of appropriate value within 10 days of receipt of work order.

2) RATE / CONTRACT PRICE

Rate shall be quoted by the bidder, strictly as per rate quoting sheet (Price Bid) and the agreed contract price shall remain FIRM. Variation in the labour rate if any, during the currency of the contract shall be applicable for payment to the contractor is well, on production of its proof. The quoted prices shall be inclusive of all statutory taxes / levies.

3) EARNEST MONEY AND SECURITY DEPOSIT

Every bidder, while submitting the bid, shall deposit the earnest money (EMD) specified in the NIT. The earnest money furnished by the successful tenderers on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.

(The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidders within 15 days of the execution of the contract with the selected bidder).

The Security Deposit shall be 10% of the Contract value. The deduction of the security deposit shall be regulated according to the nature of the contract, 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill.

The security deposit of the contractor shall be retained by DHBVNL for faithful execution of the contract. No interest of any kind and on any account, whatsoever shall be paid on the said security deposit.

Security deposit shall be released after completion of Guarantee / Warranty period on the certificate of Engineer In-charge / EIC for successful completion of Guarantee / Warranty period and submission of requisite documents like last EPF / ESI return by the contractor. No interest shall be paid on EMD / Security Deposit for the period it remains deposited with DHBVN.

The earnest money /security deposit shall be forfeited in part or in full under the following circumstances:-

- i) If the tenderer withdraws his tender at any stage during the currency of validity period.
- ii) If the W.O. has been issued, but the contractor refuses to comply with it irrespective of the fact that DHBVN sustains any loss on account of such default or not.
- iii) In the event of a breach of contract in any manner.
- iv) In case of evidence of cartel formation by the bidder(s).
- v) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the DHBVN to forfeit either in whole or in part, in its absolute discretion, the EMD / security deposit furnished by the contractor.
- vi) The forfeiture of EMD / security deposit shall be without prejudice to the right of DHBVN to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

4) PAYMENT TERMS

100% payment, after deducting 10% security deposit and statutory deductions, of the monthly running bill shall be made after satisfactory completion of work done.

5) MODE OF Payment

Payment shall be released by the Sr. Accounts Officer / Accounts Officer, O/o CAO, DHBVNL, Hisar through RTGS / NEFT, in the ESCROW account of the contractor for the workers in their saving account and other statutory obligations like EPF / ESI etc. For payment through RTGS / NEFT, the contractor will open the requisite ESCROW account by a tripartite agreement with DHBVN and State Bank of Patiala, within 7 days of issue of the work order and will intimate the complete bank details with proof viz. Name of Bank / Branch, Account Number, Type of Account, IFSC Code etc. to Sr. Accounts Officer / Accounts Officer, No payment to the contractor shall be released other than in an ESCROW account opened for the purpose.

Note:-

The provision of payment through ESCROW account shall be binding to the bidder in view of the instructions issued by the competent authority from time to time.

6) COMPLETION PERIOD

The completion period of the work as specified below shall be the essence of the contract.

The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier, unless otherwise directed by the issuer of LOA. The time period for the work shall be one year which can be extended for Two Years on satisfactory performance solely on the discretion of DHBVN at same rates, terms & conditions.

7) RISK AND COST

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of DHBVN to recover any further amount or any liquidated and/or other damages.

8) PENALTY FOR DELAY

In case it is noticed that proper cleaning has not been made at any particular site / area / place, then a penalty at the rate of Rs. 500/- (Five Hundred only) per day per unit / site shall be imposed. The decision of the officer-in-charge shall be final and binding to the contractor / firm. In addition to above penalty, no bill amount for that particular site for that day shall be paid on prorated basis.

If any Sweeper / Mali of the firm / contractor is found misbehaving or causing any nuisance or otherwise and in the opinion of the officer-in-charge, he / she is not fit to be retained on the work, he / she shall have to be removed from the site / project / work within a period of 12 hours of the notice of this office and the person / manpower / Mali, so removed, shall not be employed or allowed to work by the contractor / firm without the prior written permission of the officer-in-charge.

In case of complete non-cleaning or refusal to execute the work by the contractor on any pretext or the other, at any time, the work shall be got executed from some other agency at the risk and cost of the existing contractor without any notice.

In case the contractor does not deploy Sweeper / Mali as per requirement fixed by DHBVN then a penalty of Rs. 100/- per Sweeper / Mali will be debited to the contractor bill.

9) DOCUMENTATION

The contractor and the executive in-charge of the work shall ensure the following document before forwarding the bill of the contractor to the Accounts wing for pass and payment to avoid delay in payment of the contractor:-

- i) Contractor shall submit monthly bill in duplicate to the executive in-charge along with the followings:-
 - a) Monthly bill for the work and in other cases bill for the work done, in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractor's EPF code, ESI code, Service Tax number, PAN & TIN. A photo copy of the EPF code, ESI code, Service Tax number, Labour licence, Copy of the pass book of ESCROW account, PAN and TIN shall be attached with the 1st running bill for reference and record.
 - b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed performa.
 - c) Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- ii) The bill of the contractor along with the annexure submitted by the contractor at i above, should be approved and verified by the officer in-charge for gross

value as well as net payable value and accompanied with the certificates/documents mentioned at iii and iv below.

- iii) Certificate from the Engineer in-charge that,
- a) Work has actually been done as per the contract and to the entire satisfaction of EIC.
 - b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertains to the labour deployed at site and none of the worker has been excluded there from.
 - c) The record entry of the work done has been taken in the register duly page numbered.
 - d) No penalty is leviable on the contractor on any account as per the contract, if leviable the amount of penalty is Rs._____.
 - e) Copy of protocol and certificate for stage payment, if required.
- iv) **Note:-**
- a) Documents attached along with the contractor bill should be referred in the forwarding letter of the executive office i.e. XEN/T&M, DHBVN, Hisar.
 - b) The bills duly verified and approved shall be forwarded to the office of AO/EAD, DHBVN, Hisar for pass and payment.

10). PERFORMANCE BANK GUARANTEE

The Security Deposit shall be 10% of the Contract value. The deduction of the security deposit shall be regulated according to the nature of the contract, 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill. But, the bidders also have the option to submit the performance bank guarantee amounting to 10% of the Contract value. In this case, after submission and verification of the performance bank guarantee from the concerned bank, the EMD amount shall be returned to the successful bidder and the 10% amount of the monthly running bill shall not be deducted.

11) Loss of Plant / property DHBVN during the Execution of Work:

The contractor shall ensure that no damage of loss is done to DHBVNL property or human being in the jurisdiction of work site. In case, it is found that there is any loss to plant, equipment, property of DHBVN or human being due to negligence of any labour /worker, the same shall be made good by the contractor at his own cost.

12) Jurisdiction

The contract shall be deemed to have entered in to at Hisar and all causes of action in relation to the contract shall, therefore, be deemed to have arisen with the jurisdiction of the Hon'ble court of Hisar.

13) Scope of work:

- 13.1 Separate sheet showing detail scope of work have been attached (Schedule-1), however the quantum of work may be reduced as per site condition.
- 13.2 Work shall be done as per PWD specification as applicable to Haryana State read with relevant IS Codes, unless otherwise specified, material should be used of reputed firms.

14) SITE CONDITIONS :

- 14.1 The bidder is advised to visit the site of work in order to acquaint himself with all the connected information for the proper execution of the work. The contractor should particularly satisfy himself regarding transportation, disposal, handling & storage of materials, availability of labour, water, electric power, roads and uncertainties of weather or similar physical condition of the site, the configuration & conditions of ground, the character quality of surface and sub-surface material to be encountered, including the subsoil water levels, the character of equipment and facilities needed preliminary to and during the process of work and all other matters, which can, in any way, effect the work or the cost thereof under this contract. **Ignorance of site conditions will not be accepted as a basis of claim for any compensation of any nature.**
- 14.2 The contractor shall make his own arrangement of draining out of the rain water from site, no extra cost will be paid for this job.
- 14.3 The contractor shall make his own arrangement for drop the garbage out of the Vidyut Nagar, Hisar boundary and vehicle provided for this purpose own costs. No space will be provided by the Nigam for drop the garbage.
- 14.4 Contractor should have labour license. However, in case the labour deployed on the work is less than 20 Nos., the bidder shall have to submit an undertaking in this regard as the same is not required as per existing Factory Act.
- 14.5 The work shall have to be done as per the operations / activities mentioned in Schedule-1.

15) T&P and consumables:

The contractor shall have to arrange himself at his own cost all the T&P, Acid, Phenyl (Genda / Ganga make), Naphthalene Balls (Make Trishul or good quality), Baygon Spray, Brooms (Soft), Brooms (Stick), Brooks (Hard), Tokris, Jall Brushes, Maoppers, Vim Powder (Standard make), Collins spray, ODONIL, Toilet Cleaning Machine, Floor Scrubbing Machine, Sweeper Machine, Darati, Khurpa, Scissors, Kassi and Grass Cutting Machine etc. required for the above work.

- 15.1 The contractor shall also provide necessary T&P and various consumable of good quality.

15.2 The quality of various consumable can however be increased or decreased as per depending up on the site requirement and as per direction/instruction of the officer-in-charge.

16) Variation:

Price and rates quoted by the bidder shall be FIRM for a variation in the total contract price by $\pm 10\%$ with the provision that quantity of individual consumable item may vary to any extent. Payment shall not be made for the work not done. In case of increase of quantum of work, the completion period of the contract will not change and the contractor will have to complete the job within stipulated period unless the completion period is extended in writing. The contractor shall make the payment to the labour at the rates fixed by labour department Haryana for the relevant period. Variation in it, if any, during the currency of contract, shall be applicable for payment to the contractor is well, on production of its proof.

17) FORCE MAJEURE

The delay in the completion of the work may be treated as force majeure to the contractor only if:-

- a. The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments of Nigam, acts of God, acts of Civil and Military authority, fires, floods, strikes, lock-outs, freight embargoes, war-risk riots and civil commotion; and
- b. The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

18) IDLE LABOUR CHARGES

No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.

19) OVER RUN CHARGES

No over run charges shall be paid in the event of the completion period being extended for any reasons.

20) WATCH & WARD

The watch and ward of T&P and other material will be the responsibility of the contractor.

21) FACILITIES TO BE ARRANGED BY CONTRACTOR

The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors / staff engaged by him for the job.

22) STATUTORY DEDUCTIONS

Statutory deduction on account of Income Tax, Works Tax and Sales Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

23) FACTORY ACT / MINIMUM WAGES ACT / INSURANCE ACT / EPF ACT ETC.

Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by DHBVN on account of default in this regard by the contractor. EPF / ESI contributions will be deposited by the contractor in his own EPF / ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF / ESI challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers

The contractor shall make the payment of wages to its labour in their saving account linked with the ESCROW account only. Documentary evidence thereof shall be submitted along with the running bills.

24) INSURANCE OF WORKERS

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

25) SAFETY RULES

The bidder shall have to comply with all the provisions of safety rules. The Engineer-in-charge or their authorized representative may impose penalty of **Rs. 200/- per day or 1% of monthly bill whichever is high**, if the workers of contractor are found to be working carelessly without proper protective equipments in unsafe conditions. Against violation of any other clause, a penalty of Rs 500 /- per violation (minimum) shall be levied. In case of repeated violation of serious nature resulting in various serious accident or direct loss to the Nigam / threatens to cause severe consequences, higher penalty rates may be imposed including suspension/ termination of the contract. If any action is initiated by Chief inspector of factories, Chandigarh or any other authority against occupier/factory manager or any other authority of DHBVN in case of any

fatal/non fatal accident or any other violation of factory act, 1948, Pb. Hr. factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine / penalty if any. In case of default action as deem fit shall be initiated against the contractor.

This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment of Nigam, due to careless handling or negligence on the part of the contractor.

26) ARBITRATION

All the matters, questions, disputes, differences and / or claims arising out of and/or concerning and/or in connection and/or relating to this Contract whether or not obligations of either or both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be nominated by Managing Director, DHBVN. The Award of the Arbitrator shall be final and binding on the parties to this Contract.

27) LAWS GOVERNING CONTRACTS

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

Jurisdiction of Courts- The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract i.e. District Court, Hisar.

28) SET OFF

Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the DHBVN and set-off against any claim of the Nigam for the payment of a sum of money arising out of under that or any other contract entered into by the supplier with the DHBVN.

29) SUBLETTING and ASSIGNMENT

The bidder shall not sublet, transfer or assign the contract or any part there of or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the purchaser.

Note:-

1. Unless agreed otherwise the above terms and conditions of the contract will form the part of the contract after finalizing the procurement proposal. The word tenderer where ever used above shall be read as bidder. Above T&C are equally applicable in case of limited / proprietary enquiry as well. The non applicability / modification in the

aforesaid clauses if agreed shall be mentioned / attached in / with the purchase order specifically.

2. The term “Bid” and “tender” and their derivatives (“Bidder / Tenderer” “Bidding / Tendering”) are synonymous. Singular also means plural.
3. If there is any ambiguity/ doubt DHBVN Procurement Manual / Instruction of Govt. of Haryana will prevail.

XEN/T&M
DHBVN, Hisar.

Schedule-1

Providing Services for hygienic / cleaning / sweeping / sanitation of A, B, C, D Blocks of all the floors of Vidyut Sadan & Multipurpose Building (Data Centre) and surrounding area of Vidyut Sadan including Driver's Room, Vidyut Nagar, Hisar with Maintenance of lawn i.e. preparation of flowers, beds and cleaning of wild grass, bushes etc. including its disposal & other Miscellaneous jobs for one year at Vidyut Sadan, Vidyut Nagar, Hisar.

| Sr. No. | Description of items | Unit | No. of operations/activities for one year |
|---------|---|------|---|
| 1 | Cleaning, sweeping of approach roads to the office Operations building including berms (within compound wall) buildings area of roads with berms by the Sweeper Machine. | -do- | 310 |
| 2 | Cleaning sweeping, Swabbing of all the office rooms once in a day, Verandahs, corridor, stairs twice a day i.e. morning and after noon in all the three floors of blocks A,B,C & D of Vidyut Sadan and Data Centre Building Hisar with the Scrubbing Machine. | -do- | 310 |
| 3 | Cleaning of toilets, fixtures with acid and washing of toilets floors with phenol twice a day (morning and after noon) to keep all the fixtures in running / clean hygienic conditions (to avoid choking of WC floors traps etc. immediately) with Toilet Cleaning Machine. | -do- | 310 |
| 4 | Cleaning of terraces including cleaning of storage tanks both one underground and overhead (3 Nos tanks) and Roding of rain water pipes before monsoon. | -do- | 24 |
| 5 | Dusting cleaning of windows, doors internal walls etc. of all the three floors of Block A, B, C & D, multipurpose building and interior in block A, on ground Floor and first floor i.e. Sofas, Model , tables, wall claddings and columns etc. of Vidyut Sadan DHBVN, Hisar. | -do- | 310 |
| 6 | Cleaning, up keeping including collecting waster papers, wastes, tree leaves, cut grass etc. around V.Sadan, Block A, B, C & D, as directed by the Officer Incharge. | -do- | 96 |
| 7 | Cleaning of glass panes with dry and then wet cloth after spray / use of detergent as directed by the Officer Incharge in all the rooms inclusive of cost of spray & detergent. | -do- | 48 |
| 8 | Vacuum cleaning of carpeted area measuring appox 800 sq. meters in all wings of all floors of Vidyut Sadan to clear the surface & vicinity from all dust, dirt particles. | -do- | 48 |
| 9 | Spraying of Bagon twice a month in all the office rooms. | -do- | 24 |
| 10 | Cleaning & sweeping of Car / Scooter parking sheds-do- including approaches, berms and surroundings. | | 144 |
| 11 | Cleaning of electric fans / tubes of all the office rooms, verandahs, corridors in all the three floors of A, B, C, D blocks & multipurpose building of Vidyut Sadan one in a month. | -do- | 12 |
| 12 | Cleaning of about 3' projections at 1 st , 2 nd floor, 3 rd floor of Blocks A, B, C, D & multipurpose building. | -do- | 24 |

| | | | |
|-----|---|--------------|-------------|
| 13. | Cleaning & Sweeping of Courtyard/Lawn of Vidyut Sadan Complex including grass cutting, cleaning of wild Grass, bushes & plantation for development & maintenance of lawn including preparation of flowers beds as desired by the Officer Incharge time to time with in the boundary of Vidyut Sadan and disposal of fodder/weeds. | -do- | 72 |
| | | TOTAL | 1732 |

| Sr. No. | Description | Unit | Ref. | QTY |
|---------|-------------------------------|----------|-------------------------------------|------|
| 1. | Supervisor | Man Days | Min. Wages labour Deptt. Haryana | 310 |
| 2. | Mali | Man Days | --do-- | 930 |
| 3. | Sweeper | Man Days | --do-- | 930 |
| 4. | Part Time Sweeper for 2 Hours | Man Days | --do-- | 5270 |

Note:

Normally must be deployed daily except Sunday for hygienic cleaning / sweeping / sanitation of A, B, C, D blocks & multipurpose building and surrounding area of Vidyut Sadan Office Complex, Vidyut Nagar, Hisar (including Parking area) for development and maintenance of lawn including preparation of flower beds and cleaning of wild grass, bushes, sarkanda etc. from plant area of DHBVN, Vidyut Sadan, Vidyut Nagar, Hisar including its disposal and other miscellaneous jobs. However if required the contractor shall supply the Sweeper/Mali on Sundays as per instructions of Engineer In-charge. Prices & Rates shall be firm for a variation in the total contract price by $\pm 10\%$ with the provision that quantity of individual item may vary to any extent. All the cleaning machines may be provided by Contractor will be compulsory i.e. Toilet Cleaning Machine, Floor Scrubbing Machine and Sweeper Machine.

**XEN/T&M,
DHBVN, Hisar**

Schedule-2

Scope of Work: Providing Services for hygienic / cleaning / sweeping / sanitation of A, B, C, D Blocks of all the floors of Vidyut Sadan & Multipurpose Building (Data Centre) and surrounding area of Vidyut Sadan including Driver's Room, Vidyut Nagar, Hisar with Maintenance of lawn i.e. preparation of flowers, beds and cleaning of wild grass, bushes etc. including its disposal & other Miscellaneous jobs for one year at Vidyut Sadan, Vidyut Nagar, Hisar.

Minimum resources workers are to be engaged by the bidder as assessed by DHBVN for Hygienic/Cleaning/Sweeping/Sanitation, maintenance of lawn and other works at Vidyut Sadan and Data Centre Building and Parking area near Vidyut Sadan, Vidyut Nagar, Hisar.

Please refer to instructions issued by General Administration Department, Govt. of Haryana vide No. 43/5/2001-3GSII dated 02.06.2014 & 16/07/2015-3GSII, dated 06.06.2016.

Monthly estimates of expenditure against minimum resources as per minimum wages Act. :-

| Sr. No. | Nature of Outsource Workers | Minimum Resources | Min. Wages | Wages | EPF (13%) | ESI (3.25%) | GST Total (18%) | Total (in Rs.) |
|---------|--------------------------------|-------------------|------------|-------|-----------------|----------------|-----------------|------------------|
| 1 | Sweeper-Cum-Supervisor | 1 | 11784 | 11784 | 1531.92 | 382.98 | 2465.80 | 16164.70 |
| 2. | Sweeper-Cum-Mali-Cum-Sewer man | 3 | 11784 | 35352 | 4595.76 | 1148.94 | 7397.40 | 48494.10 |
| 3. | Full Time Sweeper | 3 | 11784 | 35352 | 4595.76 | 1148.94 | 7397.40 | 48494.10 |
| 4. | Part Time Sweeper for 2 Hours | 17 | 5840 | 99280 | 12906.40 | 3226.60 | 20774.34 | 136187.34 |
| | Total Monthly Cost | | | | 23629.84 | 5907.46 | 38034.94 | 249340.24 |

| | |
|--|----------------------------------|
| Yearly cost of expenditure against minimum resources as per minimum wages Act:- | 249340.24X12=29,92,082.88 |
|--|----------------------------------|

| Sr. No. | Expenditure for material per month | Rate | Amt. (in Rs.) |
|---------|------------------------------------|-------|---------------|
| 1. | Acid 5 Ltr. Bottel | 105/- | 525.00 |
| 2. | Phenyls 10 Bottles | 190/- | 1900.00 |
| 3. | Naphthlance Balls 5 Pkt | 250/- | 1250.00 |
| 4. | Bygones Spray 4 Nos. | 170/- | 680.00 |
| 5. | Brooms (Soft) 17 Nos. | 70/- | 1190.00 |
| 6. | Brooks (Stick) 24 | 35/- | 840.00 |
| 7. | Brooks (Hard) 17 | 80/- | 1360.00 |
| 8. | Jali Brushes 7Nos. | 80/- | 560.00 |
| 9. | Moppers 17Nos. | 35/- | 595.00 |

| | | | |
|-----|----------------------|---|-------------------|
| 10. | Vim Powder 8 Kg. | 50/- | 400.00 |
| 11. | Collins Spray 8 Nos. | 80/- | 640.00 |
| 12. | Odonil 60pkt. | 45/- | 2700.00 |
| 13. | Tokris 10 Nos. | 110/- | 1100.00 |
| | | Total | 13740.00 |
| | | Expenditure for material for one year = 12x13740 | 164880.00 |
| | | Total = 2992083 + 164880 | 3156963.00 |

**XEN/T&M,
DHBVNL, Hisar**

TECHNICAL DETAILS (To be uploaded online)**A. Documents/details to be mandatorily submitted:-**

| Sr. No. | Particulars | Fill in the details |
|----------------|--|----------------------------|
| 1. | Name of Firm/ Bidder/ Company (Block Letters) | |
| 2. | Full Postal Address, Telephone / Mobile/ Fax No./E-mail: | |
| 3. | Details of infrastructure, persons employed and number of Offices / Branches available (attach separate sheet). | |
| 4. | An affidavit duly verified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of firm. | |
| 5. | An affidavit duly certified by a Notary that the Partners of the Firm or sole Proprietor or Company is/are not involved in any Police Case/Vigilance enquiry pending or ever been punished by any Hon'ble Court. | |
| 6. | Turnover of five audited financial year i.e (FY 2013 -2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018 or latest) (Copy of balance sheets) | |
| 7. | TAN/PAN No. & Service Tax Registration Nos. (enclosed photo copy) | |
| 8. | Details of ESIC Registration with Date and proof of registration | |
| 9. | Details of EPF Registration with date and proof of registration | |
| 10. | Proof of Financial Capacity from his bankers / Chartered Accountant. | |
| 11. | Approach and methodology to execute the work (copy attached) | |
| 12. | Validity of 180 days from the date of opening of Price Bid | |
| 13. | Acceptance of all tender documents conditions of NIT without any deviations. | |
| 14. | Copy of a valid license issued by the State/Central Labour Department under contract labour Act duly attested by Gazette by officer/notarized | |
| 15. | Audited balance sheet and Profit/Loss account for FY 2013-14, 2014-15, 2015-16, 2016-17, 2017-18 or latest. | |

B. Details of Experience: Should be furnished in the following format:-

Experience during the last five year as on closing date of tender on the every performance.

| Name of the client and full address | Email, Phone & Fax Number of the client | Tenure of contract | Value of Contract in Rs. |
|--|--|---------------------------|---------------------------------|
| | | | |
| | | | |
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| | | |
| | | |
| | | |

Date:

**Signature of Bidder,
(Seal & Address)**

PART-II PRICE BID

| Sr. No. | Name of work (NIT No. 7/XEN/T&M/2019-20) | Estimated amount (Including GST) | Rate in % of the estimated cost quoted by the contractor | Total equated cost by the contractor |
|----------------|---|---|---|---|
| 1 | Providing Services for hygienic/ cleaning/sweeping/sanitation of A, B, C, D Blocks of all the floors of Vidyut Sadan and multipurpose building (Data Centre) and surrounding area of Vidyut Sadan including Drivers Room, parking area, Vidyut Nagar, Hisar, Haryana with maintenance of lawn i.e preparation of flowers, beds and cleaning of wild grass, bushes etc. including its disposal & other miscellaneous jobs for one year at Vidyut Sadan, Vidyut Nagar, Hisar. The following manpower shall be deployed by the bidder along with tools, equipments, plants and material as per NIT requirements. (One No. Job) | 31,56,963/- | | |
| | | | Total | |

Note:

1. Rate of Basic Wages shall not be less than the rate as per Govt. of Haryana and amendment issued time to time.
2. The price quoted by bidder shall include supply of manpower, cost of supply of material required to complete the work as per scope of NIT and also include the tools, plants, equipments, EPF, ESI, LWF etc. (details mentioned in NIT) and also the contractor's service charges.
3. Contractor's service charge should not be less than TDS.
4. Charges should be quoted only in percentage (%) failing which the tender stands automatically rejected as invalid.
5. **Service Tax will be reimbursed by DHBVNL after actual payment by the contractor.**

(Price bids be submitted online in Price envelope only)

Date:

(Signature of the Tenderer with Seal & Address)

