PALIKA SERVICES OFFICERS' INSTITUTE Vinay Marg, Chanakyapuri New Delhi-21

PSOI/D/ 703

M/s

DATED:- M March 2017

Estimated Cost Rs. 11,30,898/- for 6 & half months Earnest Money Rs. 22,618/-Last Date of Submission: -

Date and time for submission of tender through e-Procurement Date and time of opening of tender (Technical Bid) Date and time of opening of tender (Financial Bid) of such of the tenderer who qualify the Technical Bid shall be opened and the date shall be notified and intimated to the qualifying tenderers. : 03.00 pm on 27 March 2017 : 03.30 pm on 27 March 2017

Sub:- Maintenance operation & functioning of swimming pool of Palika Services officers' Institute.

Terms and conditions of the tender

- 1. DEFINITIONS
 - a) "Agency / Contractor" shall mean a contractor or whose tender has been accepted by Palika Services Officers' Institute" and is sent a written communication confirming the same.
 - b) "Departmental" shall mean the Palika Services Officers' Institute.
- 2. ELIGIBILITY CONDITIONS
 - a) The firm should have average turn over of minimum Rs. 12 lacs per year during the last 3 consecutive financial year ending March, 2016 in operation, maintenance & functioning of swimming pool.
 - b) The firm should have completed at least three similar work of 40% of Rs. 11,30,898/or two similar work of Rs. 11,30,898/- or one similar work of 80% of Rs. 11,30,898/during the last 3 years ending 31st December, 2016 in said work with reputed Government / Public Sector Undertaking / Local Bodies. Documentary proof regarding the same to be enclosed.
 - c) The minimum manpower handled by the firm should be 10 Nos and documentary evidence may be attached with the bid.
 - d) Copy of all documents should be provided with the Technical Bid. Demand draft/pay order towards earnest money in the name of "Secretary, Palika Services Officers' Institute" should be dropped in the tender box kept outside Room No. 3010, Palika Kendra, Sansad Marg at 3.00 PM on or before 27th March, 2017 along with Technical Bid.
- 3. SCOPE OF WORK AT PALIKA SERVICES OFFICERS' INSTITUTE.
 - a) Providing of manpower for operation of filtration plant round the clock, suction sweeping of the pool regularly, mixing of chemical to maintain the PH Value 7.5 to 8.5 of chlorine for crystal clear pure water.

b) Supply of chemicals required for swimming pool as mentioned below:-

- i) Chlorine
- ii) Alum
- iii) Soda Ash
- iv) Copper sulphet

c) Providing of staff for functioning of swimming pool.

| i) Coach | - | One |
|--------------------------------|---|-----|
| ii) Life Guards (SAI Approved) | - | Two |
| iii) Plant Operators | - | Two |
| iv) Beldars | - | Two |
| v) Sweeper (ladies) | - | One |
| vi) Sweeper (Gents) | - | One |

- d) Providing of staff for functioning of swimming pool as per timing given below:-Morning – 0600 to 10.00 Hrs.
 - Evening 1700 to 2100 Hrs.
- e) Daily cleaning and washing of gents and ladies changing room every after 1 hour during the swimming session.
- 4. The periodicity with which the job to be carried out at the site daily.
- 5. The indicative list of material to be used by the contractor mentioned at para 3(b) above. Past experience shows that the material mentioned above is the minimum requirement to maintain the PH value7.5 to 8.5 of swimming pool at Palika Services officers' Institute. The contractor must assess the quantity of the material required to maintain the PH value 7.5 to 8.5 of swimming pool as per the scope of work detailed in clause 3 & 4 respectively of the tender document.
- 6. PERFORMANCE EVALUATION

a) The Palika Services officers' Institute shall rate the quality / performance of contractor and the contractor is obliged to perform to the entire satisfaction of Palika Services officers' Institute.

b) The institute reserves the right to satisfy itself about the quality of the services provided by the contractor. In case of unsatisfactory performance the contractor will be given opportunity to improve the service within the period of one week failing which the following consequences shall follow:-

i) Penalty of 5% to 10% of monthly contract amount shall be imposed depending upon the level of deficiency.

ii) Termination of contract.

iii) That the contract can be terminated at any time before the expiry " of the period of contract by the Palika Services officers' Institute by giving one month's notice to the Agency.

7. TENDER FORM, EARNEST MONEY & SECURITY DEPOSIT

a) Contractor will submit the tender form for operation, maintenance & functioning of swimming pool at Palika Services officers' Institute through e-tendering. The contractor will have to deposit 5% of tender value as a performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or State bank of India in the form of fixed deposit receipt etc. within 15 days, before the award of work and 5% of tender value as security deposit will be deducted from the monthly bills subject to adjustment of earnest money.

b) The contractor should submit the duly filled and signed following tender document along with the technical bid:-

i) Original terms and conditions of tender (each page to be signed by the contractor).

ii) Demand Draft / Pay Order / Bankers Cheque of Rs. 22,618/- in favour of Palika Services officers' Institute (As earnest money back up).

iii) Valid PAN card of the firm / company. (Attach attested copy of the card.)

iv) Valid provident fund account number of the firm. (Attach attested copy of the same).

v) Valid ESI number of the company / firm. (Attach attested copy of the Registration Certificate).

vi) Copy of Service tax registration certificate

c) Contractor should give documentary proof of minimum 3 years experience in operation, maintenance & functioning of swimming pool at Govt. / Public Sector Undertaking / Local Bodies.

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8. FINANCIAL BID

a) The contractor should quote the rate and amount quoted on monthly rate basis in rupees (in lump sum for the whole job of the operation, maintenance & functioning of swimming pool as defined in this tender document) in figures as well as in words as per Performa provided in Annexure II. The rate and amount of the tender should be inclusive of all the charges etc. and in accordance with provisions of minimum wages act. Delhi works contract act and other statutory provisions like provident fund, ESI, bonus, Gratuity, EDLI, Administrative Charges etc.

b) The contractor should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No over writing in the financial bid will be allowed and no blanks should be left, such type of tender is liable to be rejected.

c) The rates quoted should be lump sum / consolidated per month and shall be valid for a period to contract / agreement included the extended period. If any.

d) The contractor should quote the amount quoted / financial bid in the format attached at Annexure-II

e) The financial bid should have the stamp of the firm / company and signed by the contractor on each page.

f) The financial bid is to be submitted as per annexure -II.

9. PERIOD OF CONTRACT WORK

a) This contract is awarded for a period of six & half months from 15th March 2017 or the day the contractor starts work in Palika Services officers' Institute up to 30 September 2017.

10. PAYMENT OF BILLS

a) The contractor shall submit the bills for the monthly professional charges of the previous month by the fifth working day of the following month. The bill will be paid to the contractor who shall in turn, pay to the working staff within three days of the receipt of payment from the Palika Services officers' Institute. The contractor while preferring the bill for payment will have to certify that the wages (as per Minimum wages Act and other Statutory liabilities) of the employees deployed on site, for the month for which the bill pertains have been disbursed and the copy of ESI & PF and Service Tax paid for the previous month is to be attached alongwith the bill.

11. NOTICE OF PALIKA SERVICES OFFICERS' INSTITUTE:-

a) Subject to as otherwise provided in the tender documents, all notices to be given on behalf of the Palika Services officers' Institute and all other actions to be taken on its behalf may be given or taken by the Manager, PSOI or any authorized official of the Palika Services officers' Institute.

12. LEGAL LIABILITY AND RESPONDIBILITY OF THE CONTRACTOR

a) It will be responsibility of the contractor to get all the related clearances as applicable under the Indian Government / Delhi Govt. or other State Laws and fulfill the requisite formalities as applicable to the court as per the requirements of Act and rules etc.

b) The contractor shall comply with all the statutory requirements as laid down under various Labour Laws Act / Rules like Minimum Wages, Provident funds, ESI, Delhi Shops and Establishment Act, Bonus, Gratuity, contract Labour Act, Delhi Works contract Act and other Labour Laws. Acts / Rules etc in force from time to time at its own cost. In case of non-compliance or violation of such statutory requirements the contractor shall be liable for any breach or non-compliance, as the case may be including termination of contract.

c) In every case in which by virtue to the provisions of the workman's compensation Act or any other Act, the Palika Services officers' Institute if obliged to pay the work, then the Palika Services officers' Institute will be entitled to recover the same from the contractor the amount of compensation so paid.

d) The contractor shall be required to maintain all the relevant records, registers and documents as per requirements under different laws vis. Labour Department of Government of NCT of Delhi, Regional Provident Fund Commissioner, Employee State Insurance Corporation or other local laws etc.

13. Termination of Contract

a) If the contractor at any time defaults in executing services with due diligence and care and continues to do so, and / or the contractor commits default in complying with any of the terms and conditions of agreement and does not remedy it or take effective steps / measures to remedy it, or fails to complete the work as per the terms and conditions and does not complete them within the period specified in the notice given to him in writing, the PSOI may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the contractor, shall cancel the contract / agreement after one month notice and security deposit / contract performance guarantee will also liable to be forfeited to the PSOI. The PSOI on such cancellation shall have powers to carry out / execute the work through other agencies by any means at the risk and cost of the contractor.

b) The PSOI reserves the right to terminate the contract, without assigning any reason, by giving to the contractor one month notice of its intention to do so and on the expiry of the said period of notice, the contract / agreement shall come to an end without prejudice to any right or remedy that may be accrued to the contractor.

14. Arbitration

In the event of any dispute arising out of this tender / contract / agreement or in connection with the interpretation of any clause in the terms and conditions of the tender/contract / agreement or otherwise, the matter shall be referred to the arbitrator appointed by the Chairman, PSOI Delhi. Courts at Delhi / New Delhi shall have jurisdictions in connection with any dispute / litigation arising between the parties concerned to the given Contract / agreement.

15. Tender Form, Earnest Money & Security Deposit

- a) Eligible contractor can download the tender from Delhi e-procurement portal https:/delhi.govtprocurement.com/NDMC website www.ndmc.gov.in
 - (i) Earnest Money Rs. 22,618/-

The above payments shall be made in the shape of deposit of pay order / demand draft of a scheduled bank issued in favour of "Secretary, Palika Services Officers" Institute payable at New Delhi. The earnest money is liable to forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of tender.

b) Tender should be submitted as per e-Procurement System in the format of Annexure-I & II. Earnest Money instrument, in an envelope may be dropped in the tender box kept in the office of Secretary, PSOI Room No. 3010 Palika Kendra, Sansad Marg, New Delhi up to 3.00 P.M. on 27 March 2017.

16. Lodgment of Tender

a) Ensure paging of all enclosures before uploading the tender documents

17. Rejection of tender

a) The entire columns and rows in the tender format including financial bid should be filled up. Tender incomplete by any means is liable to be rejected without assigning any reason. No interpolation is permissible.

b) The Chairperson, PSOI reserves the right to reject any or all tenders without assigning any reason thereof.

SIGNATURE OF THE TENDERER WITH SEAL OF THE FIRM/COMPANY MANAGER, PSOI

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ANNEXURE-II

FINANCIAL BID

Sub:- Contract for engagement of operation, maintenance & functioning of swimming pool at Palika Services Officers' Institute.

| Name of the Contractor | | | |
|---|--------------------------------------|--------|--|
| Address: | | | |
| S.No. Particulars | | Amount | |
| Total expenses on labour pa Minimum Wages, PF and ES | t i.e. | Rs | |
| Coach Life Guard (SAI Certified) Pump Operator Beldar Sweeper (ladies) Sweeper (Gents) • Cost of material per month | 01 02 02 02 01 01 | Rs | |
| Contractor overhead expense | Rs | | |
| • Total | | Rs | |
| (Rupees | |) | |

(Service Tax as applicable shall be paid by Palika Services Officers' Institute)

Notice: The rates are to be quoted in words as well as in figures and all cuttings should be attested by the contractor. No condition be imposed by the contractor.

Signature of the contractor

Manager (PSOI)

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TECHNICAL BID

PALIKA SERVICES OFFICER' INSTITUTE VINAY MARG, CHANKYAPURI NEW DELHI-21

| • | Name of the contractor / firm (in block letters) | _ | Sec. 1 | | · · |
|----|--|---------|--------|----------|-----------------------|
| • | Status of the agency whether Public | | | | |
| Lt | d. /Pvt. Ltd. /Partnership firm/ proprietorship. | _ | | a second | |
| • | Name of father / husband of the contractor | | | | |
| • | Full residential address | · · · · | | | |
| • | Registered office address | _ | | | |
| P | none / Mobile No. | _ | | | |
| • | Proof of turn over for last 03 completed | | | | |
| Fi | nancial years (Years wise) | 1 | | and last | and the second second |
| • | Experience certificate (Proof of Govt. / | | | | |
| Lo | ocal Body / PSU) | _ | 1 | Sec. 1 | |
| • | Proof of ESI/PF | _ | | | |
| • | Proof of PAN CARD | _ | | | |
| • | Copy of Service tax registration certificate | _ | 1 | | |
| • | Income Tax return for the year 2015- 2016 | | in the | | |

I / We the undersigned being the contractor as mentioned above, hereby apply to the Palika Services Officers' Institute for operation, maintenance & functioning of swimming pool as describe above in accordance with the terms and conditions of the contract. I /We have read and understood the terms and conditions of the contract and hereby accept the same.

The terms and conditions of the contract are also signed and being submitted with contract form.

(Signature of the contractor with seal of firms / company)

Place:-

Date:-

Note:-

- Any correction in the application forms should be fully signed by the contractor
- All pages of the tender application forms should be fully signed by the contractor.
- Strikeout items whichever is not applicable.