REQUEST FOR PROPOSAL
FOR
HIRING OF HOUSE KEEPING & MAINTENANCE SERVICES FOR SPMU, NHM-U.P.

RFP Reference:-SPMU/PROC/HK/HQ/2015-16/02 Dated-10.05.2016
NATIONAL HEALTH MISSION, UTTAR PRADESH
Mission Director, NHM-UP
Vishal Complex, 19-A, Vidhan Sabha Marg
Lucknow (U.P.) India
REQUEST FOR PROPOSAL FOR
Hiring of House Keeping & Maintenance Services
INVITATION TO BID

Sealed Bids are invited from firms (on official letterheads) duly filled in Annexure- A & B for award of Hiring of House Keeping & Maintenance Services on monthly basis at SPMU, NHM Uttarakhand, Lucknow.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Estimated cost</th>
<th>EMD</th>
<th>Last Date &amp; Time of sale of bidding documents</th>
<th>Last Date &amp; time of bid submission</th>
<th>Date &amp; Time of Bid Opening</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Hiring of House Keeping &amp; Maintenance Services on monthly basis</td>
<td>8,40,000.00</td>
<td>17,000.00</td>
<td>25.05.2016</td>
<td>30.05.2016 till 11:00 am</td>
<td>30.05.2016 at 03.00 pm</td>
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</table>

Tender form along with details of condition can be obtained from the office on any working day from 2:00 P.M. to 4:00 P.M. on payment of non-refundable fee of Rs. 1000/- (Rupees One Thousand only) by way of Demand Draft/ Bankers cheque drawn in favour of State Health Society, Uttar Pradesh payable at Lucknow, mentioning name and full postal address of the firm.

Tender form can also be downloaded from the website upnrhm.gov.in. Such bidders, downloading the form from website will have to submit tender fees in the form of Demand Draft / Bankers Cheque in favour of State Health Society, Uttar Pradesh payable at Lucknow.

Rates of Services shall be quoted for Monthly basis as per format provided in Annexure B

The firms who fulfill the following eligibility conditions should only apply:

1. The Service Provider (hereafter referred to as “Service Provider” in this document) is required to submit the Technical and Financial Bid in two separate sealed covers clearly super scribed “Technical Bid for “Hiring of House Keeping & Maintenance Services on monthly basis” and “Financial Bid for “Hiring of House Keeping & Maintenance Services on monthly basis”. The Quotations in a sealed cover super scribed "Quotations for “Hiring of House Keeping & Maintenance Services on monthly basis" should reach the office of “Mission Director, National Health Mission, Uttar Pradesh, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow- 226001” before 11.00 am on 30.05.2016.

2. Technical Bids will be opened on the 30.05.2016 at 03.00 pm in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned documents will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.
## TENDER DATA

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<tbody>
<tr>
<td>1.</td>
<td>Purpose of RFP</td>
<td>“Hiring of House Keeping &amp; Maintenance Services on monthly basis”</td>
</tr>
<tr>
<td>2.</td>
<td>Tender No and Date of Issue</td>
<td>SPMU/PROC/HK/HQ/2015-16/02 Dated-10.05.2016</td>
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<td>3.</td>
<td>Earnest Money Deposit</td>
<td>Rs. 17000 (Rupees Seventeen Thousand only)</td>
</tr>
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<td>4.</td>
<td>Tender Fee</td>
<td>Rs. 1000.00 (Rupees Only Thousand only)</td>
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<tr>
<td>5.</td>
<td>Last Date for Submission</td>
<td>30.05.2016 till 11.00 am</td>
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<tr>
<td>6.</td>
<td>Bid Validity</td>
<td>90 days from the date of submission of the bid</td>
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</tbody>
</table>
| 7. | Address for Submission | Mission Director, NHM U.P.  
State Programme Management Unit  
Vishal Complex, 19 A, Vidhan Sabha Marg  
Lucknow-226001, U.P. |
| 8. | Date of Opening of Technical bid | 30.05.2016 at 03.00 pm |
| 9. | Date of Opening of commercial bid | To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Provider shall be notified in writing or through mail. |
| 10. | Contact for any queries | gmiecpro.nrhmu.up@gmail.com |
Eligibility Criteria
Followings are the Pre-Qualification requirements, which should be satisfied by the Bidder to be primarily considered for bidding:-

1. Eligibility and Qualifications:
The tenderer should have the following qualifications for bidding:
   i. Shall be a registered and reputed firm in the area of Housekeeping and allied services.
   ii. Shall be having 3 years experience and expertise in the relevant field.
   iii. Shall have PAN/TAN number.
   iv. Service tax registration.
   v. Shall have annual turnover of Rs 3 Lacs in last three FY i.e. 2012-13, 2013-14, 2014-15.
   vi. Shall be maintaining Housekeeping services with the Government Department / PSU. The company should have undertaken similar maintenance contracts for 3 years ending on 31.03.2015. The firm shall be executing at least one running single contract having value more than 08 lacs. Satisfactory services certificate from the Department/organization where the contractor has provided or providing the housekeeping services shall be attached.

2: Mandatory Documents to be enclosed with the Techno-commercial Bid:
The tendering Companies /Firms /Agencies are required to enclosed photocopies of the following documents (duty attested by gazette Officers) along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:
   a) Attested copy of registration certificate of agency for providing manpower;
   b) Attested copy of PAN Card and copy of labor license;
   c) Attested copy of Income Tax Clearance Certificate;
   d) Attested copy of Service Tax registration Certificate;
   e) Attested copy of the P.F. Registration letter/certificate;
   f) Attested copy of the latest IT return filed by agency;
   g) Attested copy of the E.S.I Registration letter/certificate;
   h) Certified documents in support of financial turnover of the agency;
   i) Statement of Bank A/c of the name of Company/Agency for the last six months;
   j) Details of agreement made by Company for the five years along with proof;
   k) Undertaking to be furnished by the service provider that service provider having no legal suit/criminal case pending against its proprietor or any of its Directors (in case of Private Limited Company) or having not been earlier convicted or ground or moral turpitude or for violation of laws in force.
   l) A Notarized affidavit of the effect that firm is neither blacklisted by any Government Department nor any criminal case is registered against the firm or its owners/partners anywhere in India.
   m) A signed copy of the terms and conditions stipulated forward of the contract, conveying acceptance of the same.
DESCRIPTION OF SERVICES TO BE PROVIDED:-

1. SCOPE OF WORK
   a) Daily sweeping and mopping of the entire floor including stair leading space.
   b) Daily dusting of all fixtures, furniture and furnishing in the Office.
   c) Daily washing, cleaning and maintenance of toilets and pantry along with fittings and fixtures.
   d) Regular Cleaning of windows, glasses frames and AC grills, etc.
   e) Weekly vacuum/dry cleaning of carpets, curtains, Sofas, Chairs, vertical blinds and other office items etc. (The vacuum cleaner will be provided by the firm)
   f) Spraying of the toilets, reception areas, all cabins/room, with air refresher once just before opening the office daily. Ensuring that the toilets are neat and clean at all times and no stingy smell emanates in near the toilets.
   g) Work related to plumber.
   h) Cleaning and dusting of entire furniture, wooden cabin walls, railings, doors, windows, venetian blinds, wall paneling of rooms, racks, sofas, computers, telephones, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
   i) Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building
   j) Clearing of any choking’s in the drainages, manholes, etc.
   k) Any related housekeeping activities asked for by SPMU’s authorized officers.

2. JOB SPECIFICATION AND SCOPE OF WORK:
   a. Cleaning, sweeping, mopping and wiping of floors, staircase on daily basis including Saturdays or as required by the Department Cleaning activity shall start in the morning at 8.30A.M so as to complete all the dusting/cleaning/moping work before 9.30 A.M i.e before office hours.
   b. Continuous moping to be done at reception floor and other floors during office hours (8.30AM to 6.00PM)
   c. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
   d. Thorough cleaning of all glass windows of building from outside & inside.
   e. Cleaning and dusting of entire furniture, wooden cabin walls, railings, doors, windows, venetian blinds, wall paneling of rooms, racks, sofas, computers, telephones, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
   f. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
   g. Clearing of any choking’s in the drainages, manholes, etc.
   h. Removal of beehives and cobwebs/honey webs from the office building and its premises.
   i. Cleaning and sweeping of open area including balconies and rooftops with brooms.
   j. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
   k. The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by SPMU.

3. JOBS TO BE CARRIED OUT DAILY
   i. Cleaning of general toilets at least thrice daily at (8.30 AM, 12.00 Noon & 3.30 PM) with phenol and detergent etc. and maintain the toilets floors dry during office hours. Windows and window silts of all toilets are to be clean regularly. Wash basins, urinals, WC are to be cleaned with detergent. Flushing systems of all toilets are to be checked at regular intervals every day.
Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.

ii. Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of window silts once in a day. Naphthalene balls air purifier; toilet rolls/paper rolls and liquid soap are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.

iii. Cleaning of corridors, staircases and common area with phenol at 8.00A.M. and 2.00P.M.

iv. Cleaning & moping of pantries and electrical rooms twice in a day during office hours.

v. Cleaning of office working areas, removing dust from floors, windows, doors, furniture’s, fixtures, telephones, ashtray, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent. Moping of floors with phenol.

vi. Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.

vii. Cleaning of carpets by soft brush.

viii. To clean glass panes on doors, windows & partitions with soap/cleaning detergent.

ix. Cleaning gulley trap and man holes within building premises on the basis of as & when required.

x. Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.

xi. Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.

xii. Cleaning, sweeping and wiping of floors, furniture and hand washing are etc. during office hours.

xiii. Cleaning of carpets in rooms by vacuum cleaners.

xiv. Cleaning of lift walls with silver/brass liquid cleaner.

xv. Room fresheners in all office are at be used daily in the morning. Room freshener should be of ISI Mark or of standard make.

4. JOBS TO BE CARRIED OUT WEEKLY
   i. Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mopper /scrubbing machine to be used at least once in a week.

   ii. Cleaning of fabric upholstered of sets with vacuum cleaners and leather it reupholstered of a set and chairs with soap solution/cleaning agent of approved quality.

   iii. Cleaning of brass letters by brasso (polish).

5. JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS
   i. Polishing of brass items i.e name plates with approved brass cleaning material.

   ii. Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.

   iii. Dusting of false ceiling etc. with soft broom and cloth

   iv. Cleaning of sofa sets with soap water/ vacuum cleaners.

6. JOBS TO BE CARRIED OUT ON MONTHLY BASIS:
   i. All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.

   ii. Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.
7. Labour and Material/Equipment:

i. Labour:- Adequate manpower will be deployed by the contractor for the job. The minimum manpower to be deployed in this Department shall be one (01) Supervisor and four (04) workers. The Manpower specified above is the bare minimum to cover the areas and scope of work, as mentioned above. The educational qualification of the Supervisor should be Class-X passed and having working knowledge of English and Hindi.

ii. The wages of the Supervisor and Housekeeping Staff are to be paid on or before the 5th of every month. If the 5th of a month falls on Saturday/Sunday or holiday, the wages should be disbursed on the next working day positively.

iii. The SPMU, NHM, Lucknow shall approve the samples for the consumable, well in advance. The service provider should use best quality or brand (which shall be ISI marked wherever applicable). In addition to toiletries and cleaning material, contractor will also provide good quality one hand towel each in all toilets.

8. WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, screening/segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non biodegradable garbage. Finally, the bidder will arrange for disposal of garbage at such a place as maybe permissible by Lucknow Municipal Corporation.

9. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

i. TDS and other taxes as applicable will be deducted from each bill.

ii. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Casual Labor who will be deployed by it in this Department before the commencement of work:-
   a. List of persons deployed;
   b. Bio-data of the persons;
   c. Attested copy of certificate containing date of birth;

iii. In case, the person employed by the successful Company/firm /Agency commits any act of omission/Commission that amounts to misconduct/indiscipline/incompetence, the successful company/firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the SPMU.

iv. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from this Ministry.

v. The person deployed shall be required to report for work at 8.30 A.M. and would leave at 6.00 P.M. on all working days and Saturday or as required by the Department. One day’s salary of each worker shall be recovered from the selected Company/Firm/Agency’s bill if any worker is found missing/absent from his duty. For this purpose an attendance register will be maintained in the General Administration Section and payment will be made on the basis of this register.

vi. The agency shall depute a supervisor who would be responsible for immediate interaction with SPMU, so that optimal services of the persons deployed by the agency could be availed without any disruption.

vii. The provision of manpower shall have to be made available on requisition in time as per the exigencies of work. Any undue delay in the matter will be considered as breach of contract and will be dealt accordingly.

viii. It will be the responsibilities of the services providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this SPMU and SPMU will have no liabilities in this regard.

ix. For all intents and purposes, the services providing agency shall be the “Employer” within the meaning of different Labor Legislations in respect of Casual Labor so employed and deployed in SPMU. The persons deployed by the agency in the SPMU shall not have claims of any
Master and servant relationship nor have any principal and agent relationship not have any principal and agent relationship with of against SPMU, NHM, UP, Lucknow.

x. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. This Department shall, in no way, be responsible for settlement of such issues whatsoever.

xi. The SPMU shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payments to wards any compensation.

xii. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The interested parties can inspect the premises at any time from 2:00 PM to 5:00 PM on any working day to assess the job requirement/quantum of work involved. The tenderer shall be responsible for arranging and maintaining at his own cost, all tools, safety gadgets, equipment and all other services required for executing the work.

xiii. All staff shall wear proper uniforms (to be provided by Service provider) as approved by the SPMU, both for summer and winter seasons and shall wear ID card, while on duty.

xiv. No manpower other than those on duty shall be allowed to enter the premises in SPMU Offices during the specified working hours. The service provider shall be responsible for the watch and ward not only of his/her stores but also of the fitting and fixture in the common areas in the building.

xv. The Service Provider must comply with all requirements under various statutory laws including relevant Labor Act. Any default will be the liability of the service provider and the service provider shall be liable to reimburse any amount paid by the SPMU by way of default, interest and penalty.

xvi. Before taking up the contract the service provider will give details of the employees who shall work at our office premises. Any change will be informed to SPMU immediately. The service provider shall be responsible for the good conduct/behavior of the workers deployed by the service provider.

xvii. The service provider will be responsible for supply of the garbage bags, for collecting garbage from core and common areas of the SPMU and disposal outside at sites designated by Lucknow Municipal Corporation for this purpose. The material so collected will be screened /checked by the Security Personnel of SPMU.

xviii. If it is found that due to any reason (what so ever it may be) any areas is not covered or any of the operation/ functions/ duties connected with the job of cleaning & general maintenance is not done/discharged properly and satisfactorily, recovery at the following rates shall be made from the Service provider’s bill:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>a. For failure to clean toilets</td>
<td>Rs. 300/-per toilet, per day</td>
</tr>
<tr>
<td>b. For failure to clean corridor</td>
<td>Rs. 300/-per floor (wing wise), per day</td>
</tr>
<tr>
<td>c. For failure to clean Cabins/rooms</td>
<td>Rs. 300/- per floor (wing wise), per day</td>
</tr>
<tr>
<td>d. For each employee not wearing uniform &amp; ID card</td>
<td>Rs. 100/- per day</td>
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10. LEGAL AND TAX LIABILITIES

i. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance, etc. in respect of the persons deployed by it in this Ministry. Any dispute regarding working hours and compensation/payment (like Wages, ESI, PF, reliving charges etc) to be paid to the personnel deployed, will be the responsibility of the contractor and no representation will be entertained by this Department in
this regard. Contractors will be directly responsible for payment of their salaries not less than the rates of Minimum Wages notified by the Govt. of Uttar Pradesh from time to time.

ii. Tendering agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to SPMU, NHM, Lucknow to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

iii. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time and a certificate to this effect shall be provided to the agency by SPMU, NHM, Lucknow.

11. **Other terms and conditions:-**

1) The bidder should quote the rates in figures as well as in words. Alteration, if any, unless legibly attested by the supplier, with their full signatures shall invalidate the bid. Each page of document should be signed by the supplier himself/themselves or his/their authorized agent on his/their behalf. In case the agent signs the document, the authority in his favour must be enclosed with the quotation.

2) The bidder should take care that the rates / amounts are written in such a way that interpolation is not possible. No blank should be left which would otherwise make the bid liable for rejection.

3) The price offered by the bidder shall be valid for a minimum period of 01 years from the date of issue of award of contract and its acceptance by the agency.

4) The tenure of the hiring of services can be extended for a further period of 1 years on the same rates, terms and conditions provided both parties are agreeable to the same.

5) The agency submitting his bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.

6) SPMU-NHM reserves the right to cancel/reject full or any part of the tender, without assigning any reason.

7) Except with prior permission of SPMU-NHM, U.P., the bidder shall not assign the work to any other / firm/ agency, unless permission in writing is taken from SPMU-NHM, U.P.

8) Any action on the part of the bidder to influence anybody of SPMU-NHM, U.P will make his bid liable to rejection.

9) SPMU-NHM, U.P. may, in writing, make any revision or change in the order, including additions or deletions from the quantities mentioned in the tender document that shall be communicated by SPMU-NHM U.P.

10) SPMU-NHM U.P. reserves the right to cancel the rate contract in whole or any part thereof and shall be entitled to revise the rate contract wholly or in part by a written notice to the selected agency bidder, if:-
    - The agency fails to comply with the terms of the order including specifications and other requirements;
    - The agency becomes bankrupt or goes into liquidation;
    - The agency fails to provide the services on time.
    - a receiver is appointed for any of the property owned by the agency

11) Upon receipt of the said cancellation notice, the agency shall not provide any services connected with the rate contract.

12) The Service Provider must have been actively engaged in the execution of a minimum of two contracts of a similar services and complexity comparable to this tender within the last five years immediately prior to the submission of the Bid.

13) **EMD:-** The bidder shall furnish an EMD of Rs 17000/- in the form of Bankers cheque /demand Draft in favour of "State Health society, Uttar Pradesh" payable at Lucknow valid for 90 days from the date of bid opening. Bid submitted without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened. EMD of unsuccessful bidder shall be returned as promptly as possible, but not later than 30 days after the expiry of validity period. If the EMD may be forfeited.
(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
(B) In case of successful bidder, if the bidder fails:-
   (1) to sign the agreement within 10 days from award of contract
   (2) to furnish performance security in pursuance to clause no-22.

14) The price shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered by you shall include all applicable taxes/duties (Central and State) as per given scope of works. Also the rate/s offered by you shall be inclusive of all fuel charges, cost of driver and maintenance charges of the cars provided by you and no other charges will be payble to you by SPMU-NHM. There will be no change in the price in respect to change in the cost of materials, labour/ transportation and/or variations in taxes, duties and other levies on raw materials and components that may take place while the rate contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon.

15) Payment shall be released on monthly basis.

16) SPMU-NHM reserves the right to empanel any number of suitable agencies at the lowest responsive rates after negotiation.

17) TDS as applicable will be deducted at source as per Income Tax Act.

18) The schedule and time communicated by SPMU-NHM shall be strictly followed by the selected agency. In case of delay in executions of the order beyond the schedule time, SPMU-NHM reserves the right to Hire the Services from elsewhere at the cost and risk of the agency plus penalty.

19) Cancel the contract without prejudice to the right under (a) at above and also forfeit the earnest money / security deposit.

20) In the event of any dispute, difference of opinion which may at any time arise between SPMU-NHM and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof or the respective right and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to these presents, the matter shall be referred to a neutral sole arbitrator, who shall be appointed by Mission Director, NHM, Lucknow as per the Arbitration and Conciliation Act, 1996, the decision of arbitrator on the point referred to him/her shall be binding on both the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996; Provided that nothing in this clause shall entitle the bidder to refuse to perform its obligation under this agreement merely because a reference to the arbitrator has been made, this agreement shall be enforceable exclusively at the courts situated at Lucknow (Uttar Pradesh) only.

21) Conditional bids shall not be considered and will be out rightly rejected in very fast instance.

22) Performance Security The successful tenderer will have to deposit performance security of Rs. 84000/- (Rs. Eighty Four Thousand only) in the form of Bankers cheque /Demand Draft/Bank Guarantee of reputed Bank within 7 days from award of Contract along with Service Contract Agreement as in Annexure C. The performance bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firm. In case the contract is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the successful tenderer.

23) The Service Provider will indemnify SPMU, NHM, UP, Lucknow to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to Agencies' violation of any patents and copy rights.

24) SPMU NHM, UP, Lucknow can terminate the services contract, for, at anytime by giving one month notice for repeated breach of the Service Levels or Terms and Conditions, as provided in the Service Level Agreement, by the Service Provider. Also, in case of change of Organization Premises, SPMU, NHM UP can discontinue the services contract by giving two months prior notice.
25) **FORCE MAJEURE:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

26) **JURISDICTION:** The courts at Lucknow alone shall have the jurisdiction in any matter arising out of Correlating to this tender.

**EVALUATION OF BIDS**

1. **Technical Bid Evaluation**
   a. The Technical Bid form is given in Annexure – I which shall be used by the bidder to provide the technical bid pertaining to the bidder’s firm/company.
   b. SPMU, NHM, UP, Lucknow will review the technical bids of the bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the discretion of SPMU, NHM, UP, Lucknow.
   c. SPMU, NHM, UP, Lucknow may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
   d. Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

2. **Financial Bid Evaluation**
   a. The Financial Bid form is given in Annexure – II which shall be used by the bidder to provide the financial bid pertaining to the bidder’s firm/company.
   b. SPMU, NHM, UP, Lucknow will award the contract to the successful bidder(s) whose bid is determined to be substantially responsive and has been determined as the Lowest Financial bid (L1).
   c. Arithmetic errors correction:-
     Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:
      - If there is discrepancy in the unit price quoted in figures and words, the unit price or in words, shall be taken as correct.
   d. SPMU, NHM, UP, Lucknow may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
<table>
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<tr>
<th>S.No</th>
<th>Particulars</th>
<th>To be filled in by the tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Tendering Company/Firm/Agency (Attach certificates of registration)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Details of Proprietor/Director of Company/Firm/Agency</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Details of EMD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Draft No. and date</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) Amount</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iv) Issuing Bank</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Date of establishment of the agency</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Detailed office address of the Agency (Registered office and Br. Office, if any) with Office Telephone Number, Fax Number and Mobile Number and name of the contact person</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Banker of Company/Firm/Agency with full address (Attach certified copy of statement of A/C for the last three years)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Whether registered with all concerned Government Authorities. (Attested copies of all certificates of registration to be enclosed).</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>PAN/TAN Number (Attested copy to be enclosed)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Service Tax Registration Number</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>E.P.F Registration No.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>E.S.I. Registration No. (Attested copy to be enclosed)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate/affidavit is to attached in this regard.)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Length of experience in the field</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Whether agency profile is attached?</td>
<td></td>
</tr>
</tbody>
</table>

Signature of authorized signatory ..............................................

Name of the firm .................................................................

Address..........................................................

Phone Number..............................................................
ANNEXURE-B

Financial Bid
For Hiring of House Keeping & Maintenance Services
Under tender ref no. SPMU/PRO /HK/HQ/2015-14/02 Dated- 10.05.2016

FORMAT OF FINANCIAL BID

To,

The Mission Director
National Health Mission
19-A Vishal Complex, Vidhan Sabh Marg
Lucknow-226001

Dear Sir,

1. I/WE, submit the sealed price bid for appointment as ______________ Contractor at SPMU NHM- U.P.

2. I/WE thoroughly examined and understood instruction to tenders, terms & conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendix and agree to abide by them.

3. I/WE hereby offer to provide housekeeping services at the following percentage of service change on the basic minimum wages notified by the Uttar Pradesh Govt. as the case may be, applicable at the time of award of the contract for the entire tenure of the contract. I/WE undertake that I/WE are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

Area to be covered

<table>
<thead>
<tr>
<th>S no</th>
<th>Office/ Building Name</th>
<th>Area in Sq. ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vishal Complex ( Basement)</td>
<td>3,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Vishal Complex (Upper Ground floor &amp; First Floor)</td>
<td>7,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Saubhagya Bhawan (First Floor)</td>
<td>3,498.00</td>
</tr>
<tr>
<td>4</td>
<td>Saubhagya Bhawan</td>
<td>1,288.39</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>15,786.39</strong></td>
</tr>
</tbody>
</table>

Financial quote

<table>
<thead>
<tr>
<th>S No</th>
<th>Services</th>
<th>Charges/ month in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Charges for House Keeping inclusive of all labour and raw material charges for 15786.39 sq feet Area</td>
<td></td>
</tr>
</tbody>
</table>

*Service tax will be extra*

We agree to provide services in accordance with the Description of Services for a ‘Total Bid Price’ of Rs. ............. per month (amount in figures) (Rs. .......... amount in words) for the period specified in the Invitation for Quotations

Yours faithfully,

(________________________)_

Signature of Tenderer

Signature: ..................................................................................
Name of Firm: ..........................................................................
Address: ...................................................................................
Phone No: ............................................................................... Mobile No: ...........................................................................
Fax No: ...................................................................................
FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the Bidder)

ANTI-COLLUSION CERTIFICATE

I/We hereby certify and confirm that in the preparation and submission of this Proposal,

I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this ...............Day of ...........201_.

Name of the Bidder.

Signature of the Authorised Representative

Name of the Authorised Representative
FORMAT 4 AFFIDAVIT (To be furnished by the Bidder)

(On Non - judicial stamp paper duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.

2. The undersigned hereby certifies that neither our Company/ Society/ Trust/ Firm M/s.........................nor any of its Directors/ President/ Chairperson/ Trustee have abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.

3. The undersigned also hereby certifies that neither our Company/ Society/ Trust/ Firm M/s ______________________nor any of its directors/ President/ Chairperson/ Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.

4. The undersigned further certifies that
   a) Our Company/Society/Trust/Firm ................. has not been punished for any offence and/or
   b) the Director/ President/ Chairman/ Trustee of our Company/ Society/ Trust/ Firm ....................... have has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.

5. The undersigned hereby authorise(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by National Health Mission U.P. to verify this statement or regarding my (our) competence and general reputation.

6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the National Health Mission U.P. Lucknow, Uttar Pradesh,

Signed by an authorised Officer of the Company/Society/Trust/Firm

Title of Officer

Name of Company/Society/ Firm

Date
AGREEMENT FOR HIRING OF HOUSE KEEPING & MAINTENANCE SERVICES

This agreement is made on this __________ day of _______ 20____ between
M/s _______ (herein after called the Agency/Firm whose term includes its successors and assignees) whose registered office is at________ and is acting through its authorized official_________, AND _____/ Mission Director, NHM, U.P., (herein after called the Employer whose term includes its successors and assignees) Whose office is situated at _19-A Vishal Complex, Vidhan Sabha Marg, Lucknow-226001. The Agency/Firm will provide House Keeping Services as per terms and conditions herein contained, and rates as mentioned in Annexure- A.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as following.

1. The Agency/Firm shall during the period of this contract that is to say from __________ 20__ to ___________ 20__ or until this contract is determined by such notice as here in after mentioned, will provide Housekeeping and Maintenance Services, on the rates accepted as described in the schedule vide Annexure- A to this agreement. It is agreed by the Agency/Firm that number of manpower and services required is likely to change and may be demanded according to the exigencies of service by the Employer.

2. The Agency/Firm shall comply with all the terms and conditions of tender/calling of quotation notice which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. Agency/Firm will provide Services to Employer and registered for the purpose only and taxes; insurance EPF accounts, ESIC registration etc. due on such services shall be the liability of the Agency/Firm.

4. The credentials of the manpower including police verification shall be verified by the police and manpower deployed shall not normally be changed during the course of contract. The Employer only reserves the right to substitute the manpower which the Agency/ Firm shall comply. If for any reason whatsoever the Employer is not satisfied with the services provided or the manpower, the Agency/Firm office will be informed immediately and they should accept the liability to replace it as per requirement. If for any reason the Agency/Firm is not in a position to provide services as demanded by the Employer, then the Employer will be free to engage these services from the open market and debit the expenditure on account of it on the claims payable to the Agency/Firm.

5. Agency/Firm will submit bills to the General Manager Head Quarters SPMU, NHM, U.P on monthly basis for release of payment by the Employer.

6. If the Agency/Firm fails to provide the services desired by the Employer and if the service is not found satisfactory enough, the Employer shall have the right to terminate the contract in whole or part.

7. Also, in case of change of Organization Premises, SPMU, NHM UP can discontinue the services contract of Agency/Firm by giving two months prior notice.

8. If it is found that due to any reason (what so ever it may be) any areas is not covered or any of the operation/functions/duties connected with the job of cleaning & general maintenance is not done/discharged properly and satisfactorily, recovery at the following rates shall be made from the Service provider’s bill:
| i. For failure to clean toilets     | Rs.300/-per toilet, per day |
| ii. For failure to clean corridor areas | Rs.300/- per floor (wing wise), per day |
| iii. For failure to clean Cabins/rooms | Rs.300/- per floor (wing wise), per day |
| iv. For each employee not wearing uniform & ID card | Rs. 100/- per day |

9. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Agency/Firm. Employer shall have no liability whatsoever.

10. That Agency/Firm is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of services provided by Agency/Firm. Employer will not be liable for any loss, damages, etc. suffered / to be suffered by Agency / Firm or third party as the case may be.

11. The Agency/Firm shall also be liable for all fines, penalties and other criminal offences arising out of or concerning the services provided during the hire period and any toll charges or entry Taxes payable locally and the Agency / Firm accordingly indemnifies the Employer against all such liability.

12. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Mission Director, SPMU, NHM, U.P.

13. If the Agency/Firm institutes any legal proceedings against the Employer to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Lucknow.

Signed ____________________________
For and on behalf of the SPMU, NHM, U.P
Name (caps) ____________________________
Position ____________________________
Date ____________________________

In the presence of Witnesses

Signed ____________________________
For and on behalf of the Agency
Name (caps) ____________________________
Position ____________________________
Date ____________________________

In the presence of Witnesses

1. ____________________________
2. ____________________________

2. ____________________________