



सत्यमेव जयते

Government of India
Ministry of External Affairs
Residential Complex,
Chanakyapuri, New Delhi 110021

**E-NOTICE INVITING TENDER FOR
“Integrated Facility Management Service Provider”**

Tender No. Q/CPC/872/3/15	Dated: 02st August, 2019
Important Dates	
Date of Publication	02.08.2019 (1500 hrs)
Bid document download start date	02.08.2019 (1500 hrs)
Clarification start date	02.08.2019 (1500 hrs)
Bid submission start date (online)	02.08.2019 (1500 hrs)
Clarification end date	14.08.2019 (1700 hrs)
Bid submission end date (online)	24.08.2019 (1700 hrs)
Date of Technical Bid opening (online)	26.08.2019 (1500 hrs)
Date of Financial Bid opening (online)	To be notified later

The bid shall be submitted online only at Central Public Procurement Portal website at <http://eprocure.gov.in/eprocure/app>

Manual bids will not be accepted.

Part - I
Instruction to bidders

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Then Bidder logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be

filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

Part - II
INTRODUCTION

1. Tender Objective

The Ministry of External Affairs invites proposals for Integrated Facility Management Services with intent to enter into an annual contract for IFM services for its property consisting of 100 flats, Multipurpose Hall, green area etc. at MEA Residential Complex, Chanakyapuri, New Delhi.

2. Brief Scope of work

- House Keeping Services (To include common areas like corridors, staircases, terraces, internal & external roads and pathways, Multipurpose Hall etc. but not interiors of residences).
- Garbage removal (twice a day from residences and daily disposal as per NDMC norms).
- Maintenance and repair including Engineering Services - (both civil and electrical).
- Green Area Maintenance including landscaping.
- Security and access control services.
- Pest Control.
- Glazing which cannot be cleaned from inside the residences.
- Facade cleaning and maintenance.
- Mail Room Management (delivery of mail to residences).
- Upkeep and maintenance of Solar Water Heating System.
- Managing STP Operations.
- Water supply (including maintenance of underground reservoirs, pipelines pumping to under ground and overhead tanks and procurement of water tankers in case of shortage).
- Managing water treatment plant.
- To administer and oversee the AMCs in respect of the following:
 - (i) DG Set.
 - (ii) Lifts (9 Nos.)
 - (iii) Air conditioners (14 Nos.)
 - (iv) Water treatment plant

Part - III
General Terms and Conditions

1. Bidders are requested to go carefully through the general instructions contained in the bid document which consists of the following:

i)	Instructions to bidder	Part-I
ii)	Introduction	Part-II
iii)	General Terms & Conditions	Part-III
iv)	Opening of Bids	Part - IV
v)	Submission of Bids	Part-V
vi)	Suggested Minimum Work Force	Annexure II
vii)	Financial Information as per form A	Annexure III
viii)	Form of Performance Guarantee	Annexure IV
ix)	Certificate/Undertaking by the Bidders	Annexure V
x)	Bidder's description format summary	Annexure VI
xi)	Specimen Agreement	Annexure VII

The bidders are expected to examine all instructions, terms & conditions and formats contained in the bid document as well as specimen agreement. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the requirements of the bid document, in any respect, may result in rejection of the bid.

2. **Eligibility Criteria for bidders**: On behalf of the President of India, Ministry of External Affairs invites Tenders in Two Bid System (Technical Bid and Financial Bid) from service providers who fulfill the qualifying criteria as listed below (but not necessarily in order of priority):

(1) The bidder must be registered under the Indian Companies Act, 1956 for Integrated Building Management / Integrated Facility Management / Housekeeping and must be in existence for a minimum period of 5 years as on 31.3.2019. The bidder will provide proof of the date of incorporation/registration.

(2) The bidder should have average annual financial turnover of Rs 1.00 crore during the past three years.

(3) Experience of the bidder must include Integrated Building Management / Integrated Facility Management / Housekeeping Services to large and modern office complexes or Residential Complexes, for minimum of 3 years as on 31/03/2019. The interested bidder should have satisfactorily completed work during the last three years ending last day of March 2019 as detailed below:

- (i) Completed three similar works each costing not less than Rs.50 lakhs annually or
- (ii) Completed two similar works each costing not less than Rs.60 lakhs annually or
- (iii) Completed one similar work costing not less than Rs.90 lakhs annually.
- (iv) The bidder may attach attested copies of annual total turnover for the last three years along with a copy of last audited financial statement.

(4) The bidder should attach attested copies of Audited Annual Financial Statements, confirming the average annual total turnover of Rs. 1.00 Crore during the last three years. The bidder must submit complete client list along with details i.e., address of property, name and contact number of client representative and client certifications for minimum 3 properties.

(5) The bidder should have adequate manpower and other resources with good experience and adequate training in the respective service areas. A list of the personnel proposed to be deployed should be attached with their qualification and age details. The bidder must have satisfactory training facilities for its workers. Arrangements in this regard may be detailed.

(6) The bidder must give precise profile of its key clients along with satisfactory performance report from at least three of them for services provided. A list of clients including clients in Government sector may be provided with proof. The successful bidder must arrange a visit to the site of at least two clients for MEA's representative to apprise them of the performance.

(7) The bidder must have modern equipment and latest technical expertise for management of buildings and related facilities.

(8) The bidder should be ready to give performance guarantee of 10% of annual contract amount.

(9) The bidder will have to ensure compliance with all labour laws/regulations. This will include payment of minimum wages and other benefits prescribed by the Government of NCT of Delhi and having appropriate licenses, PF/ESI (Employees' State Insurance) registration, PAN, TAN, Service Tax Registration No. and staff police verification etc. The company/bidder will submit copies of PF/ESI challans and individual wage details along with list of staff with their individual PF/ESI numbers at the time of submitting monthly invoices. Copies of all relevant registration documents are to be submitted with the pre-qualification bid.

(10) The bidder must have the appropriate valid license of **Private Security Agencies (Regulation) Act 2005**, in their own name, for providing private security guards. PSARA License in the name of sister concerns / any other firm other than the bidder shall not be accepted.

(11) There is no tender fee.

(12) Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated.

(13) Any wrong or misleading information will lead to disqualification.

3. General instructions

- Issuance of this Tender, your preparation and submission of a response and the subsequent receipt and evaluation of your response by MEA authority does not commit MEA to award a contract to any bidder, even if all requirements stated are met.

- Mere submission of information does not entitle the bidder to meet an eligibility criterion. MEA reserves the right to vet and verify any or all information submitted by the bidder.
- If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by MEA, is found to be incorrect or misinterpretation of facts, then the bid will be liable for rejection.
- After the selection, the successful bidder must be able to commence the service within 7 days after the award of Letter of Intent.
- All rates and lump-sum amounts, if any, shall be firm throughout the duration of the contract and no deviations shall be entertained by MEA in this context.
- The bidders shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. No over timings shall be allowed to the staff members.
- Should any new areas of work not envisaged as being part of this Tender document are added, the prices for the new areas of works shall be mutually agreed between the MEA and the bidders based on the actual rate analysis or as per the prevailing rates as agreed in this Tender document.
- MEA shall provide an office space free of cost to the Facility Management Service Provider (IFMSP) only for enabling the IFMSP to render the services effectively to MEA.
- The authority will make all payments to the IFMSP for the services rendered satisfactorily on monthly basis in accordance to relevant clauses or conditions of contract.
- Additional staff required other than specified shall be obtained on pro-rata basis.
- The bidder would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the service provider in the MEA premises.
- MEA reserves the right to remove any person found unfit.

4. **Place of Work and Site visits**

Intending bidders shall visit the site as per schedules indicated by MEA and shall get themselves thoroughly acquainted with the local site condition.

5. **Validity of the Proposal**

Bids shall be valid for a period of 120 days from the last date of submission of the bid to MEA.

6. **Bid Security/Earnest Money Deposit**

- All prospective bidders are required to submit an Earnest Money deposit for an amount equal to Rs.4,00,000.00, along with the tender.
- This EMD shall be in the form of a Demand Draft valid for 120 days from last date of submission of the bid to MEA payable at NEW DELHI and drawn in favor of 'Pay & Accounts officer, Ministry of External Affairs, New Delhi' from any nationalized bank. Tenders, which are not accompanied by the Earnest Money Deposit are liable for rejection.
- The Earnest Money of the unsuccessful bidders will be returned within 30 days after the expiration of the period of bid validity. However, in case of unavoidable delay, no interest will be charged.
- The Earnest money will be forfeited on account of one or more of the following reasons:
 - o The bidder withdraws his bid during the period of bid validity.

- o In case of a successful bidder, the selected bidder fails to sign the agreement in time and furnish performance guarantee.
- The successful bidder would be required to sign the agreement and furnish the Performance/Service guarantee at the time of signing of the Agreement.. The EMD of the successful bidder may be adjusted in the Service Guarantee by depositing the difference in amount of Service Guarantee or alternatively EMD could be refunded by taking a fresh Security Deposit/Service Guarantee.

7. **Validation of contract**

The contract shall be valid for one year w.e.f date of signing the contract. However, extendable for a further period of two years (maximum tenure of 03 years from the date of initial contract), on yearly basis, on the same rates and terms and conditions, subject to satisfactory performance by the Service Provider. Ministry will have the right to cancel contract at any stage of execution with 30 days of advance notice.

8. **Performance/Service Guarantee**

- This amount has to be submitted before the commencement order is given and within 10 days of award of the work in the form of Demand Draft from the successful bidder and it shall remain valid during the tenure of contract period. The value of the performance/service guarantee will be an amount equal to 10% of annual invoice value by the successful bidder.
- This performance/Service guarantee deposit money shall be refunded after 60 days of the expiry of contract provided there is no breach of contract during the period of the contract.
- No interest shall be paid on the Service guarantee.

9. **Forfeiture of Performance/Service Guarantee**

- The guarantee amount in full or part may be forfeited in the following cases:-
 - o When the terms & conditions of the contract are breached.
 - o When the IFMSP fails to comply with minimum service levels agreed upon.
 - o Failure of the IFMSP to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Service Guarantee.
- Notice of reasonable time will be given in case of forfeiture of Performance Guarantee.

10. **Release of Performance/Service Guarantee**

The Performance/Service guarantee will be returned after 60 days of successful completion of contract period provided there is no claim for liquidated damages from MEA side.

11. **Taxes and Duties**

The bidder must include in their bids all duties, royalties and sales/service taxes or any other taxes as applicable. The tender inviting authority will entertain no extra claim on this account. In case of any variations in the taxes, the same shall be charged to MEA after producing the government notification.

12. Employees

The contractors must employ qualified/competent and police verified personnel on site for the execution of the agreed tasks. The contractors shall comply with the provisions of all applicable labour legislations but not limiting to the following acts:

- Minimum Wages as per Delhi Government Notification
- Employer Liability Act including ESIC, EPF Acts
- Workmen Compensation Act
- Industrial Disputes Act
- Child Labour Act (Regulation and abolition)
- Contract Labour Act (Regulation & Abolition)
- Apprentices Act

13. Execution Method

The successful bidders shall get the following documents approved by the MEA Management for effective performance of tasks

- Standard Operation Procedures for all Service Categories
- Daily/Weekly/Monthly/Quarterly/Yearly Maintenance Schedules
- Log books/Log Sheets
- Down time scheduling of various services

14. Bidder Information - More detailed information duly self attested on the following aspect may be given in typed form by bidder.

- i) Business Background
 - How many years has your company been in business? How many years under its present business name?
 - Attach a current organizational chart and include the total number of employees in your company in India, by various locations.
- ii) Claims and Suits (Explain any "yes" answers)
 - Has your company, its subsidiaries or its parent companies, ever filed for Bankruptcy?
 - Has your company ever failed to complete work awarded to it?
 - Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers?
 - Has your company filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?
- iii) Geographic Capability
 - Please provide a listing of your offices in India (with contact information, phone & fax numbers, e-mail etc.) and a listing of the areas in which your company has performed Property Management services.
- iv) Financial Information
 - Please provide copies of your company's audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
 - How long has your company been providing the services outlined in this Tender? Please list contact names and phone numbers for three (3) companies with which

- you have entered into facilities/ property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
 - Who are your bankers?
 - What is the credit limit you enjoy with various banks?

Proposed Organization Chart at site level for this project

15. Other terms & Conditions of Tender

Note: Bidders must read these conditions carefully and comply strictly while sending / submitting their tenders.

i. General conditions

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

Income Tax may be deducted at source as per rules.

ii) Change orders

This Agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Bidder and MEA.

iii) Right to accept any bid and to reject any or all bids

The MEA reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the self decision.

iv) Site Visits

The bidders shall visit the work place, understand the scope of work thoroughly (even if it is not mentioned in this Tender) and then quote for the bid. The bidder shall in coordination with the office of Chanakyapuri Residential Complex, visit the site. Telephone No. 011-20862089.

v) Notification of award

Prior to the expiration of the period of the bid validity, MEA will notify the successful bidder in writing that his bid has been accepted. The contract shall come into force on the date of its signing by authorized representatives of the Parties. Upon the successful bidder's furnishing of performance security, MEA will notify each unsuccessful bidder and will discharge its EMD.

vi) **Force Majeure:**

- Notwithstanding the provisions of contract, the IFMSP (Facility Management Services Provider) shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For Purposes of this clause, "Force Majeure" means an event beyond the control of the IFMSP and not involving the IFMSP's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the MEA either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the IFMSP shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the MEA in writing, the IFMSP shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.
- The MEA may terminate this contract, by giving a written notice of minimum 30 days to the IFMSP being unable to perform a particular portion of the services for a period of more than 60 days.

vii) **Termination of Contract**

- The MEA may, by written notice sent to the IFMSP, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the MEA convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- The IFMSP shall pay the expenses of stamp duty for execution of agreement.
- If the IFMSP imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, the tender is liable to summary rejection. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the MEA Officer.
- The Tendering Authority (MEA) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which IFMSP has bid.
- Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected & not be considered and may be returned unopened to the IFMSP.

Viii) **Special Conditions**

- The IFMSP shall be deemed to have visited the site(s) and made themselves familiar with the working conditions whether they actually inspect the site(s) or not.
- The IFMSP or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India for application in NCR area.
- The fair wage referred to in will be deemed to be the same as the minimum wages payable as referred to above.
- The tender shall remain open for acceptance for a period of 120 days from the last date of submission of bid.
- The IFMSP shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure

that no person of doubtful antecedents and nationality is, in any way, associated with work.

ix) Service tax, Octroi, sales tax and other duties

The IFMSP's rates shall be deemed to include all Duties, such as Service Tax, Octroi, Sales Tax, Excise, VAT (Value Added Tax), labour cess etc. as applicable. Liability of ECHS (Ex-servicemen Contributory Health Scheme), Provident Fund and other statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

x) Code of Conduct and Penalty for Non-Performance

- The IFMSP or an experienced supervisor engaged by the IFMSP shall personally visit installations under operation daily in every shift and ensure PPM is followed strictly. He shall also ensure proper manning of each installation by authorized Technician and by organizing the operators engaged by the IFMSP in such a manner that all services are manned, operated on 24x7 basis or as ordered by management, failing which a penalty of Rs. 2,000/- per day will be charged.
- The number of workers as agreed upon for work at the complex shall be available for work as per agreed schedule. If the number of the employees falls short of the agreement, proportionate wages shall be deducted from the bill for the respective month.
- If any of the assigned work is not found satisfactory, an amount of Rupees ten thousand will be deducted for every major deficiency from the bill for the respective month. The decision of Joint Secretary (Establishment) will be final in this respect.
- Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building.
- IFMSP shall provide and maintain all site documents, SOPs, Checklists, Trackers as per engineering best practice for safe and economical running of services. Draft SOPs, Check Lists, PPM (Planned Preventive Maintenance) Schedules shall be forwarded to MEA for approval before they are placed at site for application within month of acceptance of LOI (Letter of Intent).
- If in case, the MEA decides to extend the contract after one year, it will solely be based on the basis of the services provided by the company during the course of contract of one year and any such extension shall be on same terms and conditions as existing.
- All workers and staff employed by the company shall be employee of the company and will not have any claim of any nature on MEA. Any dispute arising between employer and company will be responsibility of the company only.
- IFMSP shall be liable to pay for damages caused due to negligence and improper handling of the equipment (if any).

16. Terms and Conditions related to work

SCOPE OF WORK

i) Objective

The purpose of this document is to lay down the scope of work for the IFMSP providing the Property management services for the site at MEA Residential Complex, 37-38 Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi.

ii) Brief Scope of work

- House Keeping Services (To include common areas like corridors, staircases, terraces, internal & external roads and pathways, Multipurpose Hall etc. but not interiors of residences).
- Garbage removal (twice a day from residences and daily disposal as per NDMC norms).
- Maintenance and repair including Engineering Services – (both civil and electrical).
- Green Area Maintenance including landscaping.
- Security and access control services.
- Pest Control.
- Glazing which cannot be cleaned from inside the residences.
- Facade cleaning and maintenance.
- Mail Room Management (delivery of mail to residences).
- Upkeep and maintenance of Solar Water Heating System.
- Managing STP Operations.
- Water supply (including maintenance of underground reservoirs, pipelines pumping to underground and overhead tanks and procurement of water tankers in case of short age).
- Managing water treatment plant.
- To administer and oversee the AMCs in respect of the following:
 - (i) DG Set.
 - (ii) Lifts (9 Nos.)
 - (iii) Air conditioners installed in MP Hall (8 Nos.)
 - (iv) Water treatment plant

iii) **Operations & Maintenance Services – Broad Outline**

This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the equipments. Required Preventive Maintenance will be carried out for the equipments at the facility as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals.

iv) **Manpower**

- To provide and maintain efficient engineering services in the premises by deploying sufficient number of trained, experienced and competent technical personnel.
- The employees of the Service Provider working in the complex will have bank accounts. Service Provider will provide proof of payment to the employees working in the complex and will meet all statutory requirements like PF (Provident Fund), ESIC (Employees' State Insurance Corporation) with proof being provided to MEA.
- Necessary training to staff will be provided by IFMSP on site as per the schedule prepared well in advance and also as and when required in between.
- Coordinate with AMC (Annual Maintenance Contract) contractors for scheduled and break down maintenance & follow up as required. Continuous efforts will be made to minimize the down time of equipment.

v) **Materials, Consumables & Spares**

- To provide and maintain an efficient material management system.
- IFMSP will regularly advise MEA on the requirement of the material & consumables based upon the inventory levels as per the site requirement except otherwise specified. MEA shall arrange to supply the material to the IFMSP based on the approvals, excluding the materials covered under AMC.

- All equipments will be maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried out.
- Tools & tackles required for the services will be supplied by the IFMSP.

vi) **Providing 24x7 Operations & Technical Support**

- Manning and operation for the Engineering services, continuous monitoring of calls and complaints, work allocation to shift technicians and follow up on work progress.
- Generation of reports for Maintenance, maintaining & analyzing equipment operation logs for equipment.
- Implementing Preventive maintenance as per schedules & Manuals.
- Coordination & Monitoring of AMCs.

vii) **Working Hours**

Working hours of the building on average will be 8 hours, 5 days a week. i.e., from 9am to 5.30 pm from Monday to Friday with half hour of lunch break from 1pm to 1.30pm. However, IFMSP will provide sufficient manpower to do the work on Saturday and Sunday. After normal working hours there will be sufficient staff (Minimum 3 persons – one electrician, one plumber and one house keeping boy) to meet the emergency requirement in the complex.

Viii) **Other Services**

- Tracking and submitting inventory reports of all consumables on monthly basis/as and when required.
- Tracking and submitting all utilities consumptions and costs on monthly basis.

ix) **Preventive Maintenance**

- IFMSP will appoint PMC (Property Management Consultants) for Preventative Maintenance who shall implement a predetermined program to maintain facilities equipment and systems according to MEA standards, industry best practices and manufacturer's recommendations. The electrical preventive maintenance program shall be designed to provide zero unscheduled downtime of building electrical services. The program shall include, but not be limited to, preventive tasks and frequencies, and predictive maintenance techniques. IFMSP will propose a detailed PM (Preventive maintenance) plan showing tasks and frequencies, which will be subject to the approval of the MEA. PMC will coordinate site maintenance shutdowns.
- A Planned Preventative Maintenance (PPM) program must be maintained at all times. Outstanding PPMs must be addressed with MEA on a monthly basis.
- Planned Schedule must be submitted to MEA at least 3 weeks in advance to ensure all actions required have been identified.
- All PPM work is subject to approval from MEA.

x) **Procurement of tools**

IFMSP will acquire all tools necessary to perform work under this Agreement. In addition to standard hand and power tools, the definition of "tools" includes ladders, electronic testing equipment (multi-meters, Meggar etc.), and PPE (Personal Protective Equipment). IFMSP is responsible for specifying tools that are of appropriate type, quality and safety.

xi) **Workplace Handbooks**

IFMSP will be required to review the existing workplace handbooks with Do's and Don'ts- asset service manual, etc. and update the same as required.

xii) **Maintenance of Site Documentation**

IFMSP will be responsible for documenting and reporting every aspect related to the delivery of IFMSP services. Site-specific documentation remains the property of MEA at all times. This includes all reports, contracts, leases and the like.

xiii) **Statutory Compliance**

The IFMSP would need to ensure that all the statutory requirements for operating building are in force and adhered to. These may include (but not limited to):

- Contract labour
- Pollution control board
- Electrical Inspectorate
- Any other aspect of occupying buildings and managing outsourced/vendor employees.

17. Detailed Scope of Work (Technical Services)

i) **DG Sets**

- It will be the responsibility of IFMSP to ensure that DG set remains operational on 24x7 basis and manned as per approved deployment. Operator will be responsible to operate, maintain the DG Set and maintain log of operation, break downs/tripping and fuel balance on standard log sheet to be placed at site by IFMSP. Log sheet will be a printed bound book sufficient to maintain record of operation and maintenance for one month minimum.
- Operator will perform a daily check on the Gen Set and connected panels. He will verify auxiliary power supply and raw power healthiness. He will test run DG for serviceability check. He will ensure that cooling system and AMF (Automatic Mains Failure) / Synchronizing panel are on auto mode. Whenever raw supply fails, DG supply will be restored within 30 seconds. Operator will log the record of hrs running and diesel consumption.
- All repairs / renewals generated shall be attended through AMC management.
- IFMSP will ensure planned preventive maintenance as per schedule and will undertake predictive and reactive maintenance also whenever required. The schedules will be planned and then approved from management before commencing any such work.

ii) **Maintenance and Operation of Water Pump House and Water Treatment Plant**

- It will be the responsibility of IFMSP that water supply to building is maintained / available with adequate pressure on 24x7 basis. He will maintain and operate all equipments installed in pump room, water treatment plant, underground water tanks and isolating valves / controls provided at various places in the building. He will maintain updated drawing of layout of distribution diagram of system, displayed appropriately for reference and action.
- It will be the duty of IFMSP to ensure that all equipments installed in the pump house and water treatment plant including pump house building and water treatment plant buildings are maintained safe for operation through planned and predictive maintenance. He will check all sumps, overhead and underground tanks for suspended and

bacterial impurities; take action to clean them with adequate advance notice to conserve water and shutdown of supply is planned to bare minimum period.

- Service Provider will also liaise with Water Supply department to procure water tankers in case of short supply of water in the complex.
- All tools, tackles, scaffoldings and test kits required to attend to various repairs, operations shall be deemed to be included in IFMSP's offer.

iii) Security

- Security Services/Reception at gate & mail receiving and delivery: The IFMSP will maintain sufficient number of guards to be deployed at front gate and at rear gate. The guards will also take rounds in the complex to ensure safety of the man and material in the complex.
- The front gate will be manned round the clock while rear gate shall be closed in evening and shall be opened in morning. Preventive measures that are required for maintaining basic security of the complex will be provided by the IFMSP.
- The guards will keep record of visitors and vehicles entering the complex and also provide reception service at the front gate.
- Mail will be delivered by the guards to residences as soon as it is received.

iv) Sewage Treatment Plant

- It will be responsibility of IFMSP to maintain and operate sewage treatment plant for safe and economical operation.
- It will be responsibility of IFMSP to ensure that all maintenance tasks as per approved PPM schedules are attended in time and record of repairs and maintenance is maintained.

v) Lifts

- It will be the responsibility of IFMSP that all lifts are maintained serviceable and test run for all safety systems and record of serviceability. Salient systems to be checked are ARD (Automatic Rescue Device), emergency light, alarm-bell and intercom system in the car. Periodical training for security and E/M (Electro mechanical) staff on rescue operations and use of fireman switch shall be organized and feedback recorded. He will ensure that in car Do(s) & Don't(s) & Emergency contact numbers are displayed appropriately inside the car.
- All such repairs / renewals generated shall be attended through AMC management.

vi) Internal & External Electrical/Plumbing fittings and Controls – maintenance and repairs

- It will be the responsibility of IFMSP to maintain and repair all electrical and plumbing fittings (inside or outside) and controls/switches, distribution boards and panels etc. Any consumables required for such repairs will be forecasted for procurement by MEA and adequate stock maintained for reducing response time of such complaints.
- The service provider will also replace electrical conduits and water pipes inside the walls. Conduits, water pipe lengths may be requisitioned in advance to MEA. All civil material will be arranged and expenditure borne by MEA on being requisitioned by IFMSP.
- All seepages, inside or outside the residences will be rectified by IFMSP.
- Any plastering or re-plastering, wherever required will be done by IFMSP.

vii) Maintenance of Facade

The IFMSP will take all measures to maintain the facade clean and firm. All material required for repair of facade will be provided by the Ministry. All tools and equipments including scaffolding are to be provided by the IFMSP.

viii) Solar water heating system

The IFMSP will maintain the solar water heating system to optimum level. IFMSP will carry out the repairs and maintenance of the system.

ix) Housekeeping Services

Housekeeping services provided by "Service Provider" are of a comprehensive nature, i.e. to provide staff and material for cleaning and upkeep of common areas in residential premises. The standard approach is to ensure both visual and hygienic cleaning of the premises at all times which is carried out on a composite daily cleaning basis and deploy trained, experienced, uniformed and polite housekeeping staff along with proper supervision and control. All material & appropriate machines for housekeeping services shall be provided by the service provider. Only 'A' Grade cleaning material is to be used. A list of machines/equipments as well as a list of cleaning material along with the monthly charges thereon is to be provided. IFMSP is also expected to clean the house from inside once at the time of occupation of the house by a new allottee.

x) Garbage Collection

The service provider shall collect garbage from each apartment at least twice a day. The entire collected garbage should be periodically disposed off in accordance with the regulations of New Delhi Municipal Council. No garbage shall be allowed to be accumulated in the complex. Elevators will not be locked off or held on any floors to remove trash or equipment, only staircase will be used. The waste collected shall be segregated & collected in different colour bags for organic & inorganic waste & dumped to the dumping point by the house keeping boys. The waste from the dumping point shall be collected by the service provider who shall pick up the waste and dispose it off to the NDMC's disposal point through their vehicles.

xi) Pest Control

- Pest control is to be done in the common areas as well as inside the residences.
- Only 'A' grade safe material is to be used for pest control.
- Pest control is required for mosquitoes, ants, bees, flies, mice, rats, spiders, termites.
- All man and material required for pest control work will be arranged and provided by IFMSP.

xii) Landscape Maintenance / horticulture

The work which will be performed includes, but is not limited to the maintenance of all common areas including slopes, lawns, flowerbeds and pathways. IFMSP or his vendor will furnish all necessary labour, supervision, equipment, tools, transportation, permits, insurance and taxes in his performance of these specifications. He will perform maintenance in accordance with the highest horticultural standards. All landscaping debris will be removed from the premises by IFMSP at his cost. All personnel will be uniformed, in a neat and clean manner at all times.

xiii) Equipments and Consumables

- Supply of seasonal plants to maintain the aesthetics of the landscape as and when required at an additional cost.
- The maintenance includes timely cutting, pruning, watering, manure, spray of insecticide and Pesticides, Proper dose of Fertilization, Cleaning of Landscape Areas, and Plantation of Seasonal flowers as and when required. To carry out the maintenance work, all material, labour, tools and tackles will be provided by the IFMSP as and when required. A list of equipments and consumables along with the monthly charges thereon to be provided separately.
- IFMSP shall use underground water for irrigation purpose. Sprinklers may be used for irrigation of the lawns and water may be given at the roots of grownup trees.
- IFMSP shall maintain the landscaped areas of the premises in a first class condition as may be determined from time to time by MEA representative. In the absence of detailed drawings or specifications pertaining to specific items, IFMSP shall perform such work in accordance with accepted horticultural practice.

No burning of waste materials shall be permitted on the premises.

18. COMMERCIAL TERMS & INSTRUCTIONS

i) Duration of contract

The contract shall be valid for one year for the property management services, subject to terms of cancellation / termination.

ii) Tender Submittal

Commercial bid to be submitted in the above mentioned Price bid template and all the information should be filled in at the appropriate places.

iii) Prices

The prices submitted shall be firm for the entire contract period of one year. Offer should be made with a single quote. In case of increase in statutory compliance, namely, minimum wage, EPF, ESI and bonus, the rates shall be revised and will be absorbed by MEA.

iv) Spares and stores

The spares and stores required for day to day maintenance of electro-mechanical services will be stocked by MEA and issued as and when required.

v) Terms of payment

IFMSP payments shall be made monthly for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The IFMSP shall submit correct invoices in terms of quantity and commercial aspects within 10 days of the succeeding month and payments shall be released within 30 days of submission of commercially acceptable invoices.

vi) General Conditions

- The IFMSP shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.

- The IFMSP shall recruit, hire, train, supervise and direct employees working in the Services operation. The IFMSP is also responsible for transfer and discharge of them. All personnel employed by the IFMSP shall at all times and for all purposes be solely in the employment of the IFMSP.
- The IFMSP shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Tender. The IFMSP shall take commercially reasonable steps to ensure that staff members performing Services under this Tender are qualified and suitable to perform such Services. The IFMSP is obliged to replace, without unreasonable delay and at no cost to MEA, any personnel whom MEA considers lacking the necessary competence or with whom MEA finds it difficult to collaborate.
- The IFMSP will have to ensure compliance with all labour laws / regulations before a contract can be signed. This will include obtaining appropriate license, PF/ESI (Employees' State Insurance) registration, staff employment letters etc. The IFMSP will submit copies of PF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices. The IFMSP will ensure that the total number of staff deployed at any site is agreed with MEA beforehand and this number is not changed without mutual contract in writing.
- The IFMSP shall ensure that all employees assigned by the IFMSP to perform development of the Services are employees of the IFMSP and that under no circumstances shall the relationship of employer and employee be deemed to arise between MEA and IFMSP's personnel.
- The IFMSP must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.
- All IFMSP workmen should be provided with a uniform and shall work within the MEA premises in their prescribed uniform.
- The housekeeping standards employed by IFMSP must be good in all respects.
- The IFMSP must leave work areas in a clean, tidy and safe condition at the end of each working period.
- The IFMSP must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.
- The IFMSP should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.
- All workmen of the IFMSP or their sub-contractors must have valid identifications cards issued by them to be displayed at all times during duty hours.

Part - IV

Opening of bids

1. The Technical Bids will be opened at 1500 hrs on 26th August, 2019 in Room No. 4048, Jawaharlal Nehru Bhawan, Janpath, New Delhi in the presence of the signatories of the bids or their duly authorized representatives.

2. Financial Bid:- The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) – specified at Annexure I of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes [the rate per unit] and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later.

Validate	Print	Help	Item Rate BoQ							
Tender Inviting Authority: Joint Secretary, Ministry of External Affairs										
Name of Work: Integrated Facility Management Services provider at MEA Residential Complex, Chanakyapuri										
Contract No: Q/CPC/872/03/2015										
Name of the Bidder/ Bidding Firm / Company:										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Category	Quantity	Units	Estimated Rate (Per person/unit)	EPF	ESI	BONUS	TOTAL AMOUNT Without Taxes in Rs. P	Total Monthly wages in Rs. P	TOTAL AMOUNT In Words
1		4	5		14	15	16	63		55
1	Employee									
2	Facility Manger	1	Skilled					0.00	0.00	INR Zero Only
3	Receptionist (Female)	1	Skilled					0.00	0.00	INR Zero Only
4	Housekeeping Supervisor	2	Skilled					0.00	0.00	INR Zero Only
5	Housekeeping boys	18	Unskilled					0.00	0.00	INR Zero Only
6	Gardner	7	Semi skilled					0.00	0.00	INR Zero Only
7	Helper	2	unskilled					0.00	0.00	INR Zero Only
8	Civil Engineer	1	Skilled					0.00	0.00	INR Zero Only
9	Masson	2	Skilled					0.00	0.00	INR Zero Only
10	Carpenter	2	Skilled					0.00	0.00	INR Zero Only
11	Painter	1	Skilled					0.00	0.00	INR Zero Only
12	Plumber	4	Skilled					0.00	0.00	INR Zero Only
13	Water pump operator	2	Skilled					0.00	0.00	INR Zero Only
14	Electrical Engineer	1	Skilled					0.00	0.00	INR Zero Only
15	Electrician	6	Skilled					0.00	0.00	INR Zero Only
16	DG Set Operator	1	Skilled					0.00	0.00	INR Zero Only
17	STP operator	1	Skilled					0.00	0.00	INR Zero Only
18	Lift Technician	3	Skilled					0.00	0.00	INR Zero Only
19	Tech Assistant	4	Semi skilled					0.00	0.00	INR Zero Only
20	Security Supervisor	2	Semi skilled					0.00	0.00	INR Zero Only
21	Security Guard (Male)	8	unskilled					0.00	0.00	INR Zero Only
22	Security Guard (Female)	2	unskilled					0.00	0.00	INR Zero Only
23	Management resources requirement	1.000	Type1					0.00	0.00	INR Zero Only
24	Engineering resources requirement	1.000	Type2					0.00	0.00	INR Zero Only
25	Pest Control	1.000	Type3					0.00	0.00	INR Zero Only
26	Cleaning resources requirement	1.000	Type4					0.00	0.00	INR Zero Only
27	Landscape resources requirement	1.000	Type5					0.00	0.00	INR Zero Only
28	Security resources requirement	1.000	Type6					0.00	0.00	INR Zero Only
29	Miscellaneous resources requirement	1.000	Type7					0.00	0.00	INR Zero Only
30	Sundry expense/overhead	1.000	Type8					0.00	0.00	INR Zero Only
31	Management Fee	1.000	Type9					0.00	0.00	INR Zero Only
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words								INR Zero Only		

3. Date of opening of financial bids will be notified later.

4. The Financial Bids of companies that do not qualify in the Technical Bid stage will not be opened.

5. The Ministry reserves the right to accept or reject any bid without assigning any reasons thereof.
6. Critical Dates:- Given in page one of the Tender document
7. Validity of Bid:- The bids shall be valid for a period of 120 days from the date of opening of bids. A bid for a shorter period of validity shall stand rejected;
8. Non transferability:- This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;
9. Non-withdrawal of Bids:- No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.
10. Legal Jurisdiction:- The Companies, which have submitted their Technical and Financial Bids but are not duly represented at the time of the opening of the two bids, shall forfeit their right to make any claim or challenge the tendering process at any stage. In case of any dispute, Delhi Courts alone shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract.
11. Liquidated Damages
The services of any Company which fails to comply with any of the conditions stipulated above will be liable to be terminated immediately without any notice at point of time during the currency of the contract. Incorrect claims and misrepresentation of facts shall render the Company to be disqualified from the tendering process. The decision of the Ministry, as to whether terms and conditions were violated, shall be final.
12. For more information and details please log on to Ministry's website www.mea.gov.in (under MEA tenders) or contact Administrative Officer, CPC, Ministry of External Affairs (Tel. 20862089). The tender information in detail is also available on "Government Tender Information System".

-Sd-
(Vipin Tomar)
Administrative Officer (CPC)
02th August, 2019
Tel No.: 20862089
aocpc@mea.gov.in

Part-V
Submission of bids

1. Submission of online bids:-

1.1 The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> Manual bids will not be accepted under any circumstances.

1.2 The online bids (complete in all respect) must be uploaded online in Two Covers (Technical and Financial bids) as explained below:-

ANNEXURE - I

Cover 1 - (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl. No.	Document	File Type
1	Name and Postal Address of the Company along with owner along with Telephone, Mobile, Fax, Email	.pdf
2	Proof of date of registration/incorporation of the bidder under the Indian Companies Act, 1956 for Integrated Building Management / Integrated Facility Management / Housekeeping which should be in existence for a minimum period of 5 years as on 31.3.2019	.pdf
3	Attested copies of Audited Annual Financial Statements along with the client list and its details, confirming the average annual total turnover of Rs. 1.00 Crore during the last three years	.pdf
4	A list of the personnel proposed to be deployed should be attached with their qualification and age details	.pdf
5	Proof of experience for minimum of 3 years as on 31.3.2019, as defined under point 3 of Para 2 of Eligibility Criteria mentioned in Part-III	.pdf
6	Precise profile of its key clients along with satisfactory performance report from at least three of them for services provided	.pdf
7	The bidder must have the appropriate license of Private Security Agencies (Regulation) Act 2005, in their own name, for providing private security guards. PSARA License in the name of sister concerns / any other firm other than the bidder shall not be accepted	.pdf

8	EMD of Rs. 4,00,000/-(Rupees four lacs only) (scanned copy) and Bank Details (certified copy)	.pdf
9	Income Tax return for last three financial year and GST certificates along with TIN No.	.pdf
10	Experience (attach performance certificate from the Government/PSU companies/public agencies/Firms/Foreign Embassies or High Commissions).	.pdf
11	Information sought under para 15 & Annexure VI to be given in typed form	.pdf
12	Turnover certificate (attach copies of audited financial statement for the last three years) (Annexure III	.pdf .pdf
13	Machinery, equipment, implements, material and consumables proposed to be used	.pdf
14	Proposed Organization Chart at site level for this project	.pdf
	Cover 2 - (Financial Bid) (to be uploaded online in .xls format)	
Sl. No.	Document	File Type
1.	Financial bid	.xls

1.3 Tenderer/Bidders are advised to follow the instructions provided in the 'Instruction to bidder' specified in Part-I of this Tender document for e-submission of the bids online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender;

1.4 All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> and further no documents will be accepted offline.

1.5 Bidders not submitting any of the required documents online will be summarily rejected;

1.6 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal;

1.7 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder;

1.8 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal;

1.9 The original hard copy of Earnest Money Deposit (EMD) of Rs. 4,00,000/- in the form of Demand Draft in favour of "Pay & Account Officer, Ministry of External Affairs, New Delhi" is also required to be submitted in a sealed envelope super scribed "Tender for Facility Management Services 2019", on or before the closing date and time of e-submission of online bids to AO (CPC), C-16, S Radhakrishnan Marg, MEA Residential Complex, Chanakyapuri, New Delhi - 110021 failing which the bids will not be considered.

Suggested Minimum Work Force

Sl. No.	Description	Shifts			reliever	total
		1st	2nd	3rd		
A	Management					
	Facility manager (skilled)	1				1
	Receptionist (Female)	1				1
B	House Keeping & Horticulture					
	Supervisor (skilled)	1	1			2
	HK boys (unskilled)	8	6	1	3	18
	Gardner (semiskilled)	4	2		1	7
	Helper (unskilled)	1	1			2
C	Civil					
	Civil engineer (skilled)	1				1
	Masson (skilled)	1	1			2
	Carpenter (skilled)	1	1			2
	Painter (skilled)	1				1
	Plumber (skilled)	1	1	1	1	4
	Water pump operator (skilled)	1		1		2
D	Electrical					
	Electrical engineer (skilled)	1				1
	Electrician (skilled)	2	2	1	1	6
	DG set operator (skilled)	1				1
	STP operator (skilled)	1				1
	Lift Technician (skilled)	1	1	1		3
	Tech Assistant (semiskilled)	2	2			4
E	Security					
	Security supervisor (semiskilled)	1	1			2
	Security Guard (unskilled) (08 Male Guards & 02 Female Guards)	3	3	3	1	10
	TOTAL					71

i) SCHEDULE OF SERVICES

a. Schedule of Areas

The information given below may be checked at the time of site visit.					
S. No.	Total Item	Accounting Unit 1	Quantity	Accounting Unit 2	Quantity
	Total area of complex	Sqm	23170		
1	Built-Up Area				
	Super-Structure	Sqm	16151		
2	Landscaping				
	Green Pavers	Sqm	10207		
3	Hard Standings				
	Road (Concrete)	Sqm	As on Site		
	Pavement	Sqm	As on Site		
	Surface Parking	Sqm	5562		
	(Cars-370, 2W-130)				
4	Security Fencing	Rm	114		
5	Gate House	No.	2		

6	External Lighting with wattage, quantity and Type				
	Street Lights		As on Site		
	Down Lights				
	Up Lights				
	Landscape Lights				
7	Internal Lighting with wattage, quantity and Type				
	Staircases				LED
	Corridors				LED
	Offices				LED

FORM 'A'

FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

--	--	--	--	--

Gross Annual turnover on IFM works.
Profit/Loss.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

SECTION 21

**Annexure
Form of Performance guarantee / Bank guarantee bond**

To: _____ (Name of the authority -MEA)

WHEREAS (Name of the IFMSP) herein called “the Bidder” has undertaken, in pursuance of Contract No dated, to provide a complete facility management solution/Integrated Facility Management Services including the services like..... (Description of all Services to be rendered by the IFMSP) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by Ministry in the said Contract that the IFMSP shall furnish by Ministry with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the IFMSP’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the IFMSP a Guarantee.

THEREFORE WE..... (hereinafter referred to as the “bank”) hereby affirm that the Bank are Guarantors and responsible to you, on behalf of the IFMSP, up to a total of (Amount of the Guarantee in Words and Figures 10% of annual invoice) and the Bank undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without Ministry's need to prove or to show grounds or reasons for Ministry demand or the sum specified therein.

This guarantee is valid until the day of 20__ .

Signature and Seal of Guarantors

.....

Date 20

Address _____

CERTIFICATE/UNDERTAKING BY THE BIDDERS

Company Rubber Stamp/Seal

Signature_____

Name_____

Designation_____

Place_____

Date_____

Bidder's description format Summary

Name of the Bidding Firm	
Name of the Authorized Signatory	
E Mail ID	
Telephone No.	
FAX No.	
Year of Incorporation	
Registration No.	
GST No.	
Registered Office & Address	
Branch offices if any	
Total turnover in the latest financial year	
Total Staff strength	
Total Technical staff percentage	

Part-VI
Specimen Agreement

Annexure-VII

**SERVICE AGREEMENT FOR PROVIDING FACILITY MANAGEMENT SERVICES AT MEA
RESIDENTIAL COMPLEX CHANAKYAPURI, NEW DELHI**

This Agreement is made

BETWEEN

Ministry of External Affairs, Government of India (hereinafter referred to as "Ministry") having its headquarters at 23 D, Janpath, New Delhi - 110021, through its authorized representative, Joint Secretary (Establishment).

AND

M/s, a company incorporated under the companies Act, 1956, having its Head Office at, through Shria, Managing Director, who is duly authorized to sign and execute this Agreement through resolution of the Board of Directors of the company, (herein after referred to as 'Service Provider', which expression shall include its successors, assignees and legal representatives), hereinafter collectively referred as 'Parties'.

**THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:**

2. It is agreed upon between the Parties to this Agreement that this is a commercial contract between Service Provider of professional nature and the Ministry. In performance of its agreed duties as per terms and conditions of the contract, the Service Provider shall at all times act as an independent agency. The contract does not in any way create a relationship of principal and agent between the Ministry and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of the Ministry.

3. Under no circumstances the employees of the Service Provider can claim to be the employees of the Ministry nor shall such relationship be considered to exist. The employees of the Service Provider would have no claim against the Ministry for their monetary, non-monetary claim or any other claim including but not limited to, the permanency in employment of the Ministry. The personnel appointed at the site by Service Provider, will work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the Agreement. However, Service Provider will be accountable to Ministry for any complaint(s) on providing the requisite satisfactory services as per Agreement, at the site. The Agreement is on principal-to-principal basis.

4. Service Provider is required to provide Facility Management Services (FMS) to Ministry of External Affairs at MEA Residential Complex, Plot No. 37 & 38, Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi-110021.

5. The Service Agreement covers the entire complex including buildings, common toilets, upkeep of parking area, Diesel Generator Room, Low Tension Room, Sewage Treatment Plant, Water supply (including maintenance of underground reservoirs, overhead tanks, pipelines pumping to underground and overhead tanks and procurement of water tankers in case of shortage), Water Treatment Plant, Solar Heating System, Common areas, Multipurpose Hall, Lifts, Lift Lobbies, passages, parks, staircases at the above mentioned premises, unless otherwise specified in respect of any specific service.

SCOPE OF WORK

6. The scope of work for the Service Provider providing the Facility Management Services for the premises at **MEA Residential Complex, 37-38 Dr. S. Radhakrishnan Marg, Chanakyapuri, New Delhi** shall be as below:-

I. DG Sets

i. It will be responsibility of Service Provider to ensure that DG Set remains operational on 24x7 basis and manned as per approved deployment. Operator will be responsible to operate, maintain the DG Set and maintain log of operation, break downs/tripping and fuel balance on standard log sheet to be placed at site by Service Provider. Log sheet will be a printed bound book sufficient to maintain record of operation and maintenance for one month minimum.

ii. Operator will perform a daily check on the Gen Set and connected panels. He will verify auxiliary power supply and raw power healthiness. He will test run DG for serviceability check. He will ensure that cooling system and AMF (Automatic Mains Failure) / Synchronizing panel are on auto mode. Whenever raw supply fails DG supply will be restored within 30 seconds. Operator will log the record of hours running and diesel consumption.

iii. All repairs / renewals generated shall be attended through **AMC management**.

iv. Service Provider will ensure planned preventive maintenance as per schedule and will undertake predictive and reactive maintenance also whenever required. The schedules will be planned and then approved from management before commencing any such work.

II. Maintenance and Operation of Water Pump House and Water Treatment Plant

i. It will be responsibility of Service Provider that water supply to building is maintained and available with adequate pressure on 24x7 basis. He will maintain and operate all equipments installed in pump room and water treatment plant and isolating valves / controls provided at various places in the building. He will maintain updated

drawing of layout of distribution diagram of system, displayed appropriately for reference and action.

ii. It will be duty of Service Provider to ensure that all equipments installed in the pump house and water treatment plant including pump house building is maintained safe for operation through planned and predictive maintenance. He will check all pumps, underground and overhead tanks for suspended and bacterial impurities; action taken to clean them with adequate advance notice to conserve water and shutdown of supply is planned to bare minimum period. Copies of reports of such checks on water quality will be handed over to the Ministry on a monthly basis.

iii. Service Provider will also liaise with Water Supply department of NDMC to procure water tankers in case of short supply of water in the complex.

iv. All tools, tackles, scaffoldings and test kits required to attend to various repairs, operations shall be deemed to be included in Service Provider's off

iii. Security:

Security Services / Reception at gate & mail receiving and delivery: The Service Provider will maintain sufficient number of guards to be deployed at front gate and at rear gate. The guards will also take rounds in the complex to ensure safety of the residents and belongings in the complex. The front gate will be manned round the clock while rear gate shall be closed in evening and shall be opened in morning. Timings for such operation shall be determined solely by the Ministry. Preventive Measures that are required to maintain basic security of the complex will be provided by the Service Provider. The guards will keep record of visitors and vehicles entering the complex, after establishing their identity either through some ID card or by the person, they are visiting and also provide reception service at the front gate. Visitors may be asked to enter their details in the Visitors' Register. Mail will be delivered by the guards to residences as soon as it is received.

iv. Sewage Treatment Plant

i. It will be responsibility of Service Provider to maintain and operate sewage treatment plant for safe and economical operation.

ii. It will be responsibility of Service Provider to ensure that all maintenance tasks as per approved PPM schedules are attended in time and record of repairs and maintenance are maintained.

v. Lifts

i. It will be responsibility of Service Provider that all lifts are maintained serviceable and test run for all safety systems and record of serviceability. Salient systems to be checked are ARD (Automatic Rescue Device), emergency light, alarm-bell and intercom system in the car. Periodical training for security and E/M (Electro

mechanical) staff on rescue operations and use of fireman switch shall be organized and feedback recorded. He will ensure that in car Do(s) & Don't(s) & Emergency contact Numbers are displayed appropriately inside the car.

ii. All such repairs / renewals generated shall be attended through **AMC management.**

vi. Internal & External Electrical/Plumbing fittings and Controls - maintenance and repairs

i. It will be the responsibility of Service Provider to maintain and repair all electrical and plumbing fittings (inside or outside) and controls/switches, distribution boards and panels etc. Any consumables required for such repairs will be forecasted for procurement by Ministry and adequate stock maintained for reducing response time of such complaints.

ii. The Service Provider will also replace electrical conduits and water pipes inside the walls. Conduits, water pipe lengths may be requisitioned in advance to Ministry. All civil material will be arranged and expenditure borne by Ministry on being requisitioned by Service Provider.

iii. All seepages, inside or outside the residences will be rectified by Service Provider.

iv. Any plastering or re-plastering, wherever required will be done by Service Provider.

vii. Maintenance of Facade

The Service Provider will take all measures to maintain the facade clean and firm. All material required for repair of facade will be provided by the Ministry. All tools and equipments including scaffolding are to be provided by the Service Provider.

viii. Solar water heating system

The Service Provider will maintain the solar water heating system to optimum level. Service Provider will carry out the repairs and maintenance of the system.

ix. Housekeeping Services

Housekeeping services provided by Service Provider are of a comprehensive nature, i.e. to provide staff and material for cleaning and upkeep of common areas in residential premises. Each apartment, including fixtures, fittings and appliances shall be cleaned by the Service Provider after it is vacated by the occupant and before it is re-occupied by a new resident. The standard approach is to ensure both visual and hygienic cleaning of the premises at all times which is carried out on a composite daily cleaning basis and to deploy trained, experienced, uniformed and polite

housekeeping staff along with proper supervision and control. **All material & appropriate machines for housekeeping services shall be provided by the Service Provider. Only 'A' Grade cleaning material is to be used. A list of cleaning material as well as a list of machines/equipments along with the monthly charges as per actual, thereon is attached at Annex - A&B.**

x. Garbage Collection

The Service Provider shall collect garbage from each apartment at least twice a day. The entire collected garbage should be periodically disposed off in accordance with the regulations of New Delhi Municipal Council. No garbage shall be allowed to be accumulated in the complex. Elevators will not be locked off or held on any floors to remove trash or equipment, only stair case will be used. The waste collected shall be segregated & collected in different colour bags for organic & inorganic waste & dumped to the dumping point by the house keeping boys. The waste from the dumping point shall be collected by the Service Provider who shall pick up the waste and dispose it off to the corporation disposal point through their vehicles.

xi. Pest Control

- i. Pest control is to be done in the common areas as well as inside the residences.
- ii. Only 'A' grade safe material is to be used for pest control.
- iii. Pest control is required for mosquitoes, ants, bees, flies, mice, rats, spiders, termites.
- iv. All man and material required for pest control work will be arranged and provided by Service Provider.

xii. Landscape Maintenance / horticulture

The work which will be performed includes, but is not limited to the maintenance of all common areas including slopes, lawns, flowerbeds and pathways. Service Provider will furnish all necessary labour, supervision, equipment, tools, transportation, permits, insurance and taxes in performance of these specifications. He will perform maintenance in accordance with the highest horticultural standards. All landscaping debris will be removed from the premises by Service Provider at his cost. All personnel will be uniformed, in a neat and clean manner at all times.

xiii. Equipments and Consumables

- i. Supply of seasonal plants and flowers to maintain the aesthetics of the landscape, as and when required.
- ii. The maintenance includes timely cutting, pruning, watering, manure, spray of insecticide and pesticides, proper dose of fertilizer, cleaning of landscape areas, and plantation of seasonal flowers as and when required. **To carry out the maintenance work, all material, labour, tools and tackles will be provided by the Service Provider as and when required. A list of equipments and**

- consumables along with the monthly charges thereon** is attached at **Annex-B**.
- iii. Service Provider shall use underground water for irrigation purpose. Sprinklers may be used for irrigation of the lawns and water may be given at the roots of grownup trees.
 - iv. Service Provider shall maintain the landscaped areas of the premises in a first class condition as may be determined from time to time by Ministry's representative. In the absence of detailed instructions or specifications pertaining to specific items, Service Provider shall perform such work in accordance with accepted horticultural practice.
 - v. No burning of waste materials shall be permitted on the premises.

Operation & Maintenance Services - Broad Outline

7. This scope of work essentially indicates Operations & Maintenances services pertaining to upkeep & smooth working of the installations and equipments. Required Preventive Maintenance will be carried out for the installations, equipments at the facility as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals.

I. Manpower

- i. To provide and maintain efficient engineering services for the upkeep and maintenance in the premises by deploying 71 trained, experienced and competent technical personnel, as specified in the Tender.
- ii. **The employees of the Service Provider working in the complex will have bank accounts to be credited with their emoluments every month. Service Provider will provide proof of monthly payment to the employees working in the complex and will meet all statutory requirements like PF (Provident Fund), ESIC (Employee State Insurance Corporation) and any other benefit and shall submit a detailed statement of contributions made for each employee and compliance with all statutory requirements to Ministry.**
- iii. Necessary training to staff will be provided by Service Provider on site as per the schedule prepared well in advance and also as and when required in between.
- iv. Coordinate with AMC (Annual Maintenance Contract) contractors for scheduled and break down maintenance & follow up as required. Continuous efforts will be made to minimize the down time of equipment.

II. Materials, Consumables & Spares

- i. To provide and maintain an efficient material management system.

ii. Service Provider will regularly advise Ministry on the requirement of the material & consumables based upon the inventory levels as per the site requirement **except otherwise specified**. Ministry shall arrange to supply the material to the Service Provider based on the approvals, excluding the materials covered under AMC.

iii. All equipments will be maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried out.

iv. **Tools & tackles required for the services will be supplied by the Service Provider. This will include electricians and plumbers kits and accessories including step ladders and safety equipments such as gloves and rubber shoes etc.**

III. Providing 24x7 Operations & Technical Support to ensure:

i. Manning and operation for the Engineering services, continuous monitoring of calls and complaints, work allocation to shift technicians and follow up on work progress.

ii. Generation of reports for Maintenance, maintaining & analyzing equipment operation logs for equipment.

iii. Implementing Preventive maintenance as per schedules & Manuals.

iv. Coordination & Monitoring of AMCs.

IV. Working Hours

Working hours in the complex shall be on average 8 hours, 5 days a week. i.e, from 9am to 5.30 pm from Monday to Friday with half hour of lunch break from 1pm to 1-30pm. However, Service Provider will provide sufficient manpower to do the work on Saturday and Sunday. After normal working hours there will be sufficient staff (Minimum 3 persons - one electrician, one plumber, one house keeping boy) to meet the emergency requirement in the complex.

V. Other Services

Tracking and submitting inventory reports of all consumables on monthly basis / as and when required. Tracking and submitting all utilities consumptions and costs on monthly basis.

VI. Preventive Maintenance

i. The Service Provider shall implement a predetermined program to maintain facilities equipment and systems according to Ministry's standards, industry best practices and manufacturer's recommendations. The electrical preventive maintenance program shall be designed to provide zero unscheduled downtime of electrical services

in the complex. The program shall include, but not be limited to, preventive tasks and frequencies, and predictive maintenance techniques. The Service Provider will propose a detailed preventive maintenance plan showing tasks and frequencies, which will be subject to the approval of the Ministry. The Service Provider will coordinate site maintenance shutdowns.

ii. A Planned Preventative Maintenance (PPM) program must be maintained at all times. Outstanding PPM's must be addressed with Ministry on a monthly basis.

iii. Planned Schedule must be submitted to Ministry at least 3 weeks in advance to ensure all actions required have been identified.

iv. All PPM work is subject to approval from Ministry.

VII. Procurement of tools

Service Provider will acquire all tools necessary to perform work under this Agreement. In addition to standard hand and power tools, the definition of "tools" includes ladders, scaffolding, electronic testing equipment (multi-meters, Meggar etc.), and PPE (Personal Protective Equipment). Service Provider is responsible for specifying tools that are of appropriate type, quality, and safety.

VIII. Workplace Handbook

Service Provider will be required to review the existing workplace handbooks with Do's and Don'ts – asset service manual, etc. and update the same as required.

IX. Maintenance of Site Documentation

Service Provider will be responsible for documenting and reporting every aspect related to the delivery of Service Provider services. Site-specific documentation remains the property of Ministry at all times. This includes all reports, maintenance manuals, log books and the likes.

X. Statutory Compliance

The Service Provider would need to ensure that the all the statutory requirements for **operating building** are in force and adhered to. These may include (but not limited to)

- Contract labour
- Pollution control board
- Electrical Inspectorate
- Any other aspect of occupying buildings and managing outsourced/vendor employees.

XI. Employees

The Service Provider must employ qualified/competent and police verified personnel on site for the execution of the agreed tasks. The Service Provider shall comply with the provisions of all applicable **labour legislations** but not limiting to the following acts:

- Minimum Wages as per Delhi govt.
- Notification.Employer Liability Act including ESIC, EPF Acts
- Workmen Compensation Act
- Industrial Disputes Act
- Child Labour (Regulation and abolition)
- Contract Labour Act (Regulation & Abolition)
- Apprentices Act
- The employees would be in work uniform with their ID card on display all the time, when deployed on site. Exception would not be allowed under any circumstances.

XII. Execution Method

The Service Provider shall get the following documents approved by the Ministry for effective performance of tasks:

- Standard Operation Procedures for all Service Categories
- Daily/Weekly/Monthly/Quarterly/Yearly Maintenance Schedules
- Log books/Log Sheets
- Down time scheduling of various services

8. OTHER TERMS & INSTRUCTIONS

I. Duration of contract

The contract shall be valid for one year with effect from till However, extendable for a further period of two years (maximum tenure of 03 years from the date of initial contract), on yearly basis, on the same rates and terms and conditions, subject to satisfactory performance by the Service Provider. Ministry will have the right to review or cancel contract at any stage of execution with 30 days of advance notice.

II. Prices

The tender for Facility Management Services at MEA Residential Complex, Chanakyapuri, New Delhi is awarded to at their tender price Rs..... per month including GST. The prices submitted shall be firm for the entire contract period of one year. In case of increase/decrease in statutory

compliance, namely, minimum wage, EPF, ESI and bonus, the rates shall be revised and will be absorbed/recovered by Ministry.

III. Spares and stores

The spares and stores required for day to day maintenance of **electro-mechanical** services will be stocked by Ministry and issued as and when required.

IV. Income tax deduction

Income and Service Tax may be deducted at source as per rules.

V. Payment of stamp duty

The Service Provider shall pay the expenses of stamp duty for execution of this Agreement.

VI. Terms of payment

Service Provider shall be paid on monthly basis for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The Service Provider shall submit correct invoices in terms of quantity and commercial aspects within 10 days of the succeeding month and payments shall be released within 30 days of submission of acceptable invoices. **The Service Provider will submit proof of payment to the employees, copies of PF/ESI challans and copies of any other statutory benefits along with list of staff with their individual PF/ESI details at the time of submitting monthly invoices, which would be at the quoted amount of Rs...../- per month. This quoted amount is subject to change in case of upward/downward revision in rates of minimum wages by Govt of NCT of Delhi.**

VII. Performance/Service Guarantee

i. An amount of ₹ (i.e. 10% of annual contract amount) has to be submitted as Performance Bank Guarantee at the time of signing the final agreement with the successful bidder and it shall remain valid during the tenure of Agreement period.

ii. This amount shall remain valid during the tenure of Agreement period. This Performance/Service guarantee deposit money shall be returned after 60 days after the expiry of Agreement provided there is no breach of Agreement by the Service Provider and no claim for liquidated damages from the Ministry during the period of the contract.

iii. No interest shall be paid on the Performance/Service guarantee amount.

VIII. Forfeiture of Performance/Service Guarantee

- i. The guarantee amount in full or part may be forfeited in the following cases:
 - When the terms & conditions of the contract are breached.
 - When the Service Provider fails to comply with minimum service levels agreed upon.
 - Failure of the Service Provider to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Service Guarantee
- ii. Notice of reasonable time will be given in case of forfeiture of security deposit.

IX. General Conditions

- i. The Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under Worker's Compensation policy.
- ii. The Service Provider shall recruit, hire, train, supervise and direct employees deployed under the Agreement. The Service Provider is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the Service Provider.
- iii. The Service Provider shall assign personnel of appropriate qualification and experience to perform and fulfil its obligations under this Agreement. The Service Provider shall take commercially reasonable steps to ensure that staff members performing Services under this Agreement are qualified and suitable to perform such Services. The Service Provider is obliged to replace, without unreasonable delay and at no cost to Ministry, any personnel whom Ministry considers lacking the necessary competence or with whom Ministry finds it difficult to collaborate.
- iv. The Service Provider will submit copies of PF/ESI challans and copies of any other statutory benefits along with list of staff with their individual PF/ESI details along with monthly invoices.
- v. The Service Provider shall ensure that all employees assigned by the Service Provider to perform development of the Services are employees of the Service Provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between Ministry and Service Provider's personnel.
- vi. The Service Provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors as well as sub-contractors deployed by them at the site.

- vii. All Service Provider workmen should be provided with a uniform and shall work within the Ministry premises in their prescribed uniform only.
- viii. The housekeeping standards employed by Service Provider must be good in all respects.
- ix. The Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- x. The Service Provider must provide consumables, tools and equipment based on applicable regulations / codes / guidelines.
- xi. The Service Provider should ensure that proper qualified / trained / licensed personnel carry out the jobs and that proper supervision is done for all jobs.
- xii. All workmen of the Service Provider or their sub-contractors must have valid identification cards issued by the Service Provider to be displayed at all times during duty hours.
- xiii. The Service Provider hereto undertakes to indemnify and hold harmless the Ministry against all claims, losses, damages, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers / employees of the Service Provider against loss or damage caused and legal complications liabilities which may arise on A/c of failure of Service Provider to perform its obligations to observe the rules & regulations & other provisions of law applicable to the conduct of the business by the Service Provider. The Service Provider will be solely and exclusively responsible for payment of salaries/wages and other monetary, non-monetary benefits attached to the contract of employment the workers have with the Service Provider.
- xiv. All correspondence, notice shall only be in writing, duly signed by the authorized representative of the parties and shall be served vide Registered mail/Speed Post/by hand / courier only at the address mentioned in this Agreement or the last address known to the parties.
- xv. It is also agreed between the parties that this Agreement is the complete & final understanding between the parties and supersedes any previous written and/or verbal / oral agreement/understanding.

X. Resolution of Disputes

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules 1996. The place of arbitration

proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

XI. Amendments to the contract

This Agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Service Provider and Ministry.

XII. Force Majeure:

i. Notwithstanding the provisions of contract, the Service Provider (Facility Management Service Provider) shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

ii. For Purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Ministry either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

iii. If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

XIII. Termination of Contract

The Ministry may terminate this Agreement, by giving a written notice of minimum 30 days to the Service Provider being unable to perform a particular portion of the services for a period of more than 60 days. The Ministry may, by written notice sent to the Service Provider, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Ministry's convenience, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

XIV. Special Conditions

i. **The Service Provider or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of India for application in NCR area or the Govt. of NCT of Delhi.** The fair wage referred to will be deemed to be the same as the minimum wages payable as referred to above. Additionally, the Service Provider

commits compliance of all applicable statutory obligations from the quoted tender amount.

ii. The Service Provider shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in any way, associated with work.

iii. All rates and lump-sum amounts if any shall be firm throughout the duration of the contract and no deviations shall be entertained by Ministry in this context.

iv. The Service Providers shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings. **No overtime payments shall be allowed to the staff members.**

v. Should any new areas of work not envisaged as being part of this Agreement or Tender document get added, the prices for the new areas of works shall be mutually agreed between the Ministry and the Service Provider based on the actual rate analysis or as per the prevailing rates as agreed in this Agreement.

vi. Ministry will provide an office space free of cost to the Facility Management Service Provider (Service Provider) only for enabling the Service Provider to render the services effectively to Ministry.

vii. The authority will make all payments to the Service Provider for the services rendered satisfactorily on monthly basis in accordance to relevant clauses or conditions of Agreement.

viii. Additional staff required other than specified shall be obtained on pro-rata basis.

ix. The Service Provider would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the Service Provider in the Ministry premises.

x. Ministry reserves the right to remove any person found unfit.

XV. Service tax, Octroi, sales tax and other duties:-

The Service Provider's rates shall be deemed to include all Duties, such as Service Tax, Octroi, Sales Tax, Excise, VAT (Value Added Tax), labour cess etc. as applicable. Liability of ECHS (Ex-servicemen Contributory Health Scheme), Provident Fund and other statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

XVI. Code of Conduct and Penalty for Non-Performance

- i. The Service Provider or an experienced supervisor engaged by the Service Provider shall personally visit installations under operation daily in every shift and ensure PPM (planned Preventative Maintenance) is followed strictly. He shall also ensure proper manning of each installation by authorized Technician and by organizing the operators engaged by the Service Provider in such a manner that all services are manned, operated on 24x7 basis or as ordered by management, failing which a penalty of Rs. 2,000/- per will be charged.
- ii. **The 71 workers as agreed upon for work at the complex shall be available for work as per agreed schedule. If the number of the employees falls short of the agreement, proportionate wages shall be deducted from the bill for the respective month, and a penalty of Rs. 5000/- per day will be levied additionally. If any of assigned work is not found satisfactory, an amount of Rupees ten thousand will be deducted for every major deficiency from the bill for the respective month. The decision of Joint Secretary (Establishment) will be final in this respect.**
- iii. Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building.
- iv. Service Provider shall provide and maintain all site documents, SOPs, Checklists, Trackers as per engineering best practice for safe and economical running of services. Draft SOPs, Check Lists, PPM (Planned Preventive Maintenance) Schedules shall be forwarded to Ministry for approval before they are placed at site for application within one month of signing of the contract.
- v. All workers and staff employed by the company shall be employees of the company and will not have any claim of any nature on Ministry. Any dispute arising between employees and Service Provider will be responsibility of the company and company only.
- vi. IFMSP shall be liable to pay for damages caused due to negligence and improper-handling of the equipment (if any).

XVII. Proposed Organization Chart at site level for this project - Annexure (C)

The parties hereto shall be bound by the terms and conditions of the Agreement and all the relevant terms hereof shall be deemed to be incorporated in this Agreement and shall to constitute an integral part thereof. **The Financial and Technical bids submitted by the Service Provider will also form an integral part of the Agreement along with a copy of the letter of award of Contract.**

IN WITNESS WHEREOF the parties have signed this Agreement at New Delhi on theday, of 2019 as above mentioned in presence of witnesses and in presence of each other. Done in two originals, one for each party.

For

For Ministry of External Affairs

(.....)
Chief Executive Officer,
Authorised Signatory for
Service Provider

Joint Secretary (Establishment)
Ministry of External Affairs
(for & on behalf of President of India)

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.

Proposed Chemical & Consumables for Housekeeping		
Sl No.	Name of the Material	Brand
1	R-1 (Tile Sanitiser)	Taski
2	R-2 (Floor Disinfectant)	Taski
3	R-3 (Glass Cleaner)	Taski
4	R-4 (Wooden shiner)	Taski
5	R-5 (Air Freshner)	Taski
6	R-6 (WC Ball Cleaner)	Taski
7	Spiral (For light & Heavy soiling)	Taski
8	Floor Dusters	Branded
9	Floor Wipers	Branded
10	Dustcontroller	Branded
11	Dustpan	Branded
12	Plastic Bucket	Branded
13	Plastic Mug	Branded
14	Odonil	Metropol
15	Urinal Cube	Metropol
16	Scotch Brite	Branded
17	Compound Broom	Branded
18	Hard Broom	Branded
19	Soft Broom	Branded
20	Feather Brush	Branded
21	White Duster	Branded
22	Yellow Duster	Branded
23	Signage Board	Branded
24	Kentucky Mop	Branded
25	Wringer Trolley	Branded
26	Garbage Bags Small & Big	Branded
27	Vim	Branded
28	Detergent Powder	Branded
29	Phenyl	Branded
30	Harpic	Branded
31	Nepthelene Bail	Branded
32	Insense Stick	Branded
33	Acid	Branded
34	Fem Liquid Soap	Branded
35	Colin	Branded
36	Room Freshners	Branded
37	Braso	Branded
38	Toilet Brushes	Branded
39	Bamboo Brooms	Branded
40	Plastic Scrubbers	Branded
41	Finit	Branded
42	Paper/Toilet Roll	Branded
43	Hit (Red/Black)	Branded
44	Dettol Hand Wash	Branded
45	M Fold Towel	Branded
46	Tissue Box	Branded
47	C Fold Towel	Branded

Note: Quantity shall be arranged as per site requirement.

LIST OF PROPOSED MACHINE AND T&P TO BE DEPLOYED AT SITE

- 1) Housekeeping Services
 - (a) Single Disc Scrubber
 - (b) Auto Scrubber
 - (c) Glass Cleaning Kit
 - (d) Wet & Dry Vacuum Cleaner
 - (e) Manual Road Sweeper
 - (f) High Pressure Jet

- 2) Horticulture Work
 - (a) Lawn Mover
 - (b) Brush Cutter
 - (c) Hedge Cutter
 - (d) Other Tools

- 3) Civil Work

Toolkit for mason, plumber and Carpenter.

- 4) Electrical Work:

Toolkit for electrician as well as operators as per requirements.

- 5) Security:

Bait, Torch, Whistle, Light Baton, Hand Metal Detector, Searching Mirror for Vehicles.