



INVITATION OF PROPOSAL

FOR

**Engagement of Agency for House Keeping
and Allied Services**

Consultancy Development Centre

(Autonomous Institution of DSIR, Ministry of Science & Technology)

Core IV B, 2nd Floor
India Habitat Centre, Lodi Road
New Delhi - 110 003
Phone: 24602601, 24602915, 24601533
Fax: 24602602
Website: www.cdc.org.in

Data Sheet:

S. No	Particular	Description
1.	Name of the client	Consultancy Development Centre
2.	Name of the assignment	Engagement of Agency for House Keeping and Allied Services
3.	Contract duration	1 Year which may be extendable
4.	Clarifications to be sought before the Bid submission date	3 working days. No clarifications will be entertained within the last three working days from the due date of submission of proposal
5.	The proposal submission address	Ms. Shilpa Vijaivargia In-Charge(Support Services) Consultancy Development Centre Core 4B 2nd Floor, India Habitat Centre, Lodhi Road New Delhi – 110 003 Tel: 91 11 24603425; 24602601 Fax: 91 11 24602602 e-mail: Shilpa@cdc.org.in
6.	Proposals must be submitted not later than the date and time	20 November, 2018 at 15:00 hrs.
7.	The assignment is expected to commence	From the date as specified in the Agreement/Contract signed with the Agency
8.	Note: CDC may issue Corrigendum/Addendum, if any. Therefore, Agencies are requested to see CDC website on regular basis	

House Keeping and Allied Services in Consultancy Development Centre (CDC)

1.0 INTRODUCTION

Consultancy Development Centre (CDC) is an Autonomous Institution of the Department of Scientific and Industrial Research (DSIR), Ministry of Science and Technology, Government of India set up for promoting and strengthening of consultancy skills and capabilities including export and promotion of cooperation with other countries. CDC is located at the India Habitat Centre, Lodhi Road, New Delhi having area of 10,000 sq. feet and about 2000 sq. feet in the basement area being used for storage space.

2.0 PROPOSAL

CDC intends to engage a suitable agency that can provide all the required services for the activities as indicated in the scope of work for a period of one year from the date of entering into the Agreement, which may be further extended based on satisfactory performance during the year and requirements of the Centre.

2.1 SCOPE OF WORK

A. HOUSEKEEPING SERVICES

Activities to be performed daily

- ☐ Sweeping of the floor
- ☐ Moping of the entire floor using chemicals/detergents
- ☐ Dusting of windows and doors
- ☐ Dusting and cleaning of tables, chairs and all other furniture
- ☐ Cleaning of window panes and glass doors
- ☐ Cleaning of Venetian blinds
- ☐ Cleaning of sofas and Centre tables
- ☐ Disposal of garbage/waste/disposables
- ☐ Cleaning of toilet inside the premises of the Centre
- ☐ Dusting and cleaning of equipment's in the Conference room and training rooms

Activities to be performed weekly

- ☐ Washing of floor using detergents/chemicals
- ☐ Removal of stains from partition walls and other walls using detergents
- ☐ Cleaning of furniture using vacuum cleaner
- ☐ Cleaning of tube-lights fixed to false ceiling
- ☐ Change of towels (twice a week)
- ☐ Cleaning of computers, telephone instruments, Xerox machines, fax machine etc. using suitable liquid detergents

Activities to be performed monthly/quarterly

- ☐ Metal/Brass polishing
- ☐ Cleaning and upkeep of storage space in the Parking area which is about 2000 sq. ft.
- ☐ Spray of insecticides in the entire premises of Centre and Pest control services using the required chemicals as and when required keeping average once in a month
- ☐ Cleaning of furniture (Sofa, table, Almira) with the help of Vacuum Cleaner (On quarterly basis)

B. OPERATION AND MAINTENANCE OF PANTRY

- Provide Tea/Coffee/soup, snacks and water to staff, guests and for meetings etc. Minimum guaranteed quantity shall be 3500 cups of Tea/Coffee per month.
- Provide Tea/Coffee to staff at 11.00 AM and 3.00 P.M. In addition, the service is to be provided as and when required.
- The services should be provided within minimum time after order.
- For meetings tea/coffee along with snacks is to be served at the time intimated. Information regarding the meetings will be told to the supervisor in the morning. Apart from tea/coffee, it should be ensured that water is also kept for the meetings.
- Provide Hi-tea and Lunch arrangements for meetings (Menu for hi-tea will be intimated in advance for meetings).
- The agency is to provide tea/ coffee/soup making machine (Cafe Coffee day vending machine) in good service condition in CDC pantry area. In case, services of this machine will not be found in order during the contract period, the agency to replace the same within 24 hours.
- Service is also to be provided during weekends and holidays as and when required

3.0 INSTRUCTIONS TO BIDDERS

ELIGIBILITY CUM TECHNICAL EVALUATION CRITERIA

The bidder should meet the following eligibility criteria:

1. Should be a partnership firm or a company and should be registered with the Registrar of Firms / Companies, wherever applicable (**Documentary evidence such as Certificate of Incorporation/ Partnership deed to be attached with the technical proposal**)
2. The agency has to be experience to provide housekeeping and allied services for at least two organizations preferably Government/Public Sector Undertakings/Autonomous Institutions (**Work Order / Agreement copy/ Certificate from other employers indicating details of work done should be attached as documentary evidence along with the technical proposal**)

3. The agency should have average annual turnover of minimum Rs. 25 lakhs during the last 3 financial years i.e. for FY 2015-16, 2016-17 and 2017-18 (**Copy of audited accounts/certificate from the auditor along with a sheet as Annexure-I mentioning average turnover in the required FYs to be attached as documentary evidence with the technical proposal**)
4. The agency should have valid PF and ESI Registration (**Documentary evidence/Challan to be attached with the technical proposal**)
5. Should have proper GST number of agency's name (**GST number/document mentioning GST number to be enclosed with Technical proposal**)
6. Should have PAN number of agency's name (**PAN number/document mentioning PAN number to be enclosed with Technical proposal**)
7. Should have License by Labour Commissioner for contracting labour under Contract Labour Act (**Documentary evidence to be attached with the technical proposal**)

5.0 TERMS AND CONDITIONS

1. The contract will be initially for a period of one year from the date of entering into the agreement which may be extendable based on satisfactory performance during the year and requirements of the Centre.
2. That this agreement may be terminated on any of the following contingencies :-
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by CDC on account of:
 - (i) For committing breach by the contractor of any of the terms and conditions of this agreement.
 - (ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Centre.
 - c) On contractor being declared insolvent by competent Court of Law.
3. The timings of operation would be generally as per Contract/Agreement signed between CDC and successful bidder. Any dispute regarding working hours and compensation to be paid to the personnel deployed will be the responsibility of the Agency and no representation will be entertained on this issue by the Centre.
4. It will be ensured that appropriate type of cleaning materials suited for the cleaning of tiles, floors and glass partitions etc. are used. Any damage caused to the property of the Centre due to unsuitable cleaning material or due to the negligence on the part of the Agency's men will be liable to be compensated by the Agency.
5. The Agency shall be responsible for the conduct/integrity of persons deputed for cleaning works in the Centre and will also be responsible for any act of omission or commission on their part. The Agency shall supply fresh sets of uniform/badges etc. to all personnel who shall wear the same while on work and also keep their uniform clean.
6. Selected agency will be required to submit security deposit within 30 days of contract

for due performance of contract upto six months in addition to the contract duration, i.e. for one year contract- Security deposit to be submitted for 1 year 6 months. In case of extension of the contract for further one year, validity of security amount to be extended accordingly (6 months more than contract time duration). The amount of security deposit will be **10% of contract value in Indian Rupees**. The security deposit will be in the form of demand draft or bank guarantee on non-judicial stamp paper from a scheduled bank.

7. One person shall be always present in the pantry for providing services and the service should be provided within minimum time including the service on telephone
8. The facility for café coffee day vending machine, tea, coffee, lemon tea and soup (Tomato and corn) facility with minimum guaranteed quantity shall be 3500 cups of tea/ coffee/soups per month. Over and above 3500 cups, the rate per cup for tea, coffee and soup will be reimbursed to the agency on actuals on monthly basis. The agency has to quote cost per cup (additional to 3500) in Rs. in their Financial bid.
9. For biscuits, other snacks, soft drinks and lunch, market rates will be paid as per consumption on production of bills and record of consumption on monthly basis.
10. The inventory comprising crockery, utensils etc. shall be handed over to successful agency. It shall be responsibility of agency for safety of the items. On expiry of the contract, all the items handed over to agency shall be returned back to CDC in good condition.
11. It shall be the responsibility of the agency to keep the pantry neat and clean. The cups, plates etc. should be picked up at regular intervals and washed, using suitable detergents and kept in order.
12. The Centre will not have any liability whatsoever towards any of the personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and it will be the sole responsibility of the Agency.
13. The Centre is not bound to assign any reason for rejecting any or all the bids.
14. Any minor job/ item though may not be specifically highlighted but may be requiring housekeeping shall be considered as included in the amount quoted by the agency and not separate charges shall be paid for the same. The agency, if wish, may visit the Centre to apprise themselves of the services to be provided before submission of quotation by due date as specified.
15. Bidders may visit CDC to inspect pantry area and officer premises for products and service offered as per the Scope of work
16. CDC will pay amount to pantry, Housekeeping manpower to contractor/Agency as per minimum wages declared by Government time to time. The amount will be based upon the notification/Gazette/other statutory document issued by government/Competent Authority time to time. The Centre will give to contractor manpower charges as per minimum wages plus 5% of minimum wages additional as services charges plus amount quoted by the agency as mentioned in scope of work in Financial bid for all the products/services plus reimbursement of bills for snacks, lunch etc. on monthly basis. i.e.

Monthly payment to the agency = (5% of minimum wages of the hired manpower as service charge + Salary component of the Contractor/Agency's manpower as per minimum wages + amount quoted in Financial bid towards Housekeeping and pantry services on monthly basis + bills for snacks, lunch, additional tea/coffee/soup, if any for the month)

17. Payment will be made on a monthly basis on submission of bill along with supporting documents pertaining to Salary slip, PF, ESI challans, record of tea/coffee consumption, bills for snacks, etc.
18. Income tax deducted at source and such other taxes/ levies which are by law required to be deducted by the CDC will be deducted from the charges payable to the vendor.
19. CDC may hire more manpower from contractor/Agency in un-skilled, semi-skilled or skilled category as per the requirements of the Centre. In addition to housekeeping and pantry manpower, the agency may have to provide two manpower (semi-skilled and skilled each) in the category of Clerical and supervisory. CDC will provide 5% of their wages as service charges.
20. Validity of the proposal will be 90 days.

21. **BID SUBMISSION:**

Each bid should be submitted in two parts, viz.

Part A – Technical Proposal

Part B – Financial Proposal

The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “TECHNICAL BID” and “FINANCIAL BID”, followed by the nomenclature of the assignment, ” **Engagement of Agency for House Keeping and Allied Services**”

Financial bid should include a warning “DO NOT OPEN WITH THE TECHNICAL BID.” The envelopes containing the Technical and Financial Bid shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address. Sealed bid containing both Technical & Commercial Bids should be addressed and sent to

**Ms. Shilpa Vijaivargia, In-Charge (Support Services)
Consultancy Development Centre
Core 4 B, 2nd Floor, India Habitat Centre
Lodhi Road, New Delhi – 110003**

by Registered Post/Speed Post/hand , as to reach in by or before **20 November, 2018 at 15:00 Hrs.**.. The bids will be opened on the same day at 15:30 hrs.

The technical proposal (Part A) shall contain the following:

PART – A (TECHNICAL PROPOSAL)

- ☐ Average turn over details(**Annexure –I**)
- ☐ Technical Specification (**Annexure –II**)
- ☐ Letter as per format enclosed (**Annexure –III**)
- ☐ Statement of Compliance of Eligibility Conditions (**Annexure – IV**)

PART – B (FINANCIAL PROPOSAL)

- ☐ The financial Proposal (Part B) shall be as per (**Annexure -V**).
- ☐ The amount to be quoted on the basis of details of services as mentioned in Scope of Work “A” and “B” strictly in the format given at **Annexure – V**. Any deviation in format will lead to rejection of the offer.

7. EVALUATION AS PER THE METHOD OF LEAST COST SELECTION :

- **Criteria for Technically qualified**

Agencies which fulfill the requisite information as per the given format (**Annexure-IV**) and enclose copy of required documents will be considered technically qualified. The agencies which do not fulfill the information as required or not enclosing required documents will not be considered technically qualified.

The financial proposals of only technically qualified bidders will be opened and will be ranked as per least cost given in Financial bid(row: X+Y excluding of GST/Taxes as applicable). The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. The least cost proposal exclusive of taxes (L-1) will be considered for award of contract.

- Incomplete bid/Conditional bid (Technical/ Financial) will be liable to be rejected.
- Contract to be signed with successful bidder (draft contract is attached at **Annexure – VI**)
- In the event of any dispute, the decision of Director General/Head of Office, CDC shall be final and binding.

8. Issuance of Addendum/Corrigendum

- At any time prior to the deadline for submission of proposals, CDC may, for any reason whether its own violation or in response to clarifications requested by bidders, modify the Invitation of Proposal document by issuance of an Addendum/ Corrigendum.
- Any Addendum/ Corrigendum will be uploaded on CDC website www.cdc.org.in at least one week prior to last date of submission and bidders are advised to see the website www.cdc.org.in on regular basis. The addendum/ corrigendum then issued

will be a part of the 'Invitation of Proposal' and any Proposal without Addendum/
Corrigendum, if any, will not be considered.

(On Agency's letterhead)

AVERAGE TURNOVER

TURN OVER DETAILS			
FY 2015-16	FY 2016-17	FY 2017-18	Average turnover of FY 2015-16, 2016-17 and 2017-18

(Full name and designation of Authorized Signatory)

Signature / Seal

Signature / Seal

Name of Agency:

Address of Company:

Annexure-II

TECHNICAL SPECIFICATIONS

Category	Requirements	Brand/ No. of manpower
Housekeeping	Housekeeping manpower	02 boys (payment as per minimum wages in the category of Un-Skilled-labour)
	Quality and list of material to be used/Work to be done as per scope of work fulfilling all terms and conditions	Phenyl, tissue papers box and loose, cleaner, wiper, broom, floor mob , room freshener , garbage bag and wiper etc.
Pantry	Pantry manpower	01 – Supervisor(Skilled) / 01 helper (Semi-Skilled) payment as per minimum wages in the category of labour)
	Café coffee day tea/ coffee vending machine with option of soup(tomato and corn) and lemon tea/hot and cold	---
	Quality and list of material to be used/Work to be done as per scope of work fulfilling all terms and conditions	Taj Mahal tea, milk-Amul/Mother dairy, vim bar, powder, sugar cubes, tissue paper box and loose, disposable paper/thermocool cups and glasses, room freshener, wiper etc.
	Snacks, lunch and refreshments(on demand)	---
	Thermocol/paper tea/soup cups	---

(On Agency's letterhead)

House Keeping and Allied Services in Consultancy Development Centre (CDC)

Date:

To:

Head of Office

Consultancy Development Centre,
IHC, Core 4- B, Lodhi Road,
New Delhi – 110003

Sir,

We, the undersigned, offer to provide services for Housekeeping and Allied services as per the scope of work indicated in the tender.

We are hereby submitting our Proposal, which includes Technical Proposal, and also Financial Proposal sealed under separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We understand that CDC is not bound to accept any Proposal it receives.

Thanking you,

Yours faithfully,

Authorized Signatory
[Full name and Designation]

Signature / Seal

Name of Agency:

Address of Company:

(On Agency's letterhead)

Annexure-IV

STATEMENT OF COMPLIANCE OF ELIGIBILITY CONDITION

Sr. no.	Particulars	Details of Compliance (Yes / No)
1.	Fulfill Basic Technical Specifications: Annexure -II	
2.	Have you enclosed: Annexure-III	
3.	Should be a partnership firm or a company and should be registered with the Registrar of Firms / Companies, wherever applicable (Documentary evidence such as Certificate of Incorporation/Partnership deed is attached with the technical proposal)	
4.	The agency has to be experience to provide housekeeping and allied services for at least two organizations preferably Government/Public Sector Undertakings/Autonomous Institutions (Work Order/ Agreement copy/ Certificate from other employers indicating details of work done is attached as documentary evidence along with the technical proposal)	
5.	Average minimum Turnover – 25 lacs in the last 3 financial years (Housekeeping and Allied services) (Copy of audited accounts/certificate from the auditor along with a sheet Annexure I mentioning average turnover in the required FYs to be attached as documentary evidence with the technical proposal)	
6.	The bidder should have valid PF and ESI Registration (Documentary evidence/Challan is attached with the technical proposal)	
7.	Should have proper GST number of agency's name (GST number/document mentioning GST number to be enclosed with Technical proposal)	
8.	Should have PAN number of agency's name (PAN number/document mentioning PAN number is enclosed with Technical proposal)	
9.	Should have License by Labour Commissioner for contracting labour under Contract Labour Act (Documentary evidence is attached with the technical proposal)	
10.	Will you deposit security amount to CDC as per the terms and conditions	
11.	Have you submitted Financial bid as per Annexure-V	
12.	Acceptance on Terms and Conditions, Scope of work and draft	

	contract(<i>Annexure-VI</i>)	
13.	Have you confirm that you will provide additional manpower, if required by CDC as per sr. no. 19 of Terms and Conditions	
14.	Acceptance on validity of proposal for 90 days	

(Full name and designation of Authorized Signatory)

Signature/ Seal

(On Agency's letterhead)

Annexure-V

House Keeping and Allied Services in Consultancy Development Centre (CDC)

FINANCIAL PROPOSAL FORMAT

Sr. no.	Particulars	Amount (in Rs.) on monthly basis	GST /Taxes as applicable	Total Amount
1	X: Rates for per month for housekeeping for scope of work as indicated in (A) (page 3-4) with all items required as mentioned in Scope of work and Technical specifications(Annexure-II)			
2	Y: Rates per month for Operations and Maintenance of Pantry services for scope of work as indicated in (B)(page 4) and all items required as mentioned in Scope of work and Technical specifications(Annexure-II) <i>Please indicate rate per cup of tea/coffee/soup , if consumption per month exceeds 3500 cups</i> <i>Rs. _____ per cup</i>			
	Total amount(X+Y): (in words):			

Note:

- 02 boys (Un-skilled) for housekeeping services and 01 Supervisor (Skilled) and 1 helper (Semi-Skilled) will be required for Pantry services. The payment to them by the agency shall be as per minimum wages. CDC will pay additionally 5% of minimum wages to the agency as service charges
- The least cost proposal by combining quotes(X+Y) excluding GST/taxes as applicable on scope of work A & B will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc.
- Break up of Taxes along with present rate for same to be mentioned.
- Total amount to be written in words also. In case of any discrepancy found in numeric value and words, the amount written in words will be considered.
- Validity of proposal will be of 90 days

(Full name and designation of Authorized Signatory)

Signature/ Seal

**DRAFT: AGREEMENT FOR HOUSE KEEPING OPERATION, ARRANGEMENT
AND MAINTENANCE OF PANTRY SERVICES**

This AGREEMENT made on this day of between
Consultancy Development Centre, an autonomous Institution of DSIR, Ministry of
Science & Technology and having its office at 2nd Floor, Core-IV B, India Habitat
Centre, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as CDC of the ONE
PART.

AND

..... located at (hereinafter referred to as
Contractor) of the OTHER PART.

WHEREAS the CDC is desirous of giving a job contract for providing the house-
keeping and related services at CDC, 2nd Floor, Core-IV B, India Habitat Centre, Lodhi
Road, New Delhi – 110 003, whereas the Contractor has offered to provide the
house-keeping and related services on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the
provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further
represented that he is eligible to get this contract and there is no legal or any other
bar for him in this respect. Any obligations and/or formalities which are required to
be fulfilled under the said Act or any amendment thereto for the purpose of
entering into and/or execution of this contract shall be carried out by the contractor
at his own expenses etc. and the contractor shall report the compliance thereof to
the CDC. The contractor shall be solely liable for any violation of the provisions of
the said Act or any other Act.

WHEREAS CDC has agreed to award the contract of work of housekeeping, cleaning
arrangement and pantry services as per details mentioned at Annexure -I

NOW THEREFOR BY THESE ARTICLES AND ON THE PREMISES mentioned above, the
parties have agreed to as under:-

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement
that the persons deployed by the contractor for the services mentioned above shall
be the employees of the contractor for all intents and purposes and that the
persons so deployed shall remain under the control and supervision of the
contractor and in no case, shall a relationship of employer and employee between
the said persons and the CDC shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing housekeeping and cleaning
arrangements, the contractor shall formulate the mechanism and duty assignment

of Housekeeping and cleaning personnel in consultation with Director General/Head of Office of the Centre or his nominee. Subsequently, the contractor shall review the housekeeping and cleaning arrangement from time to time and advise the Director General/ Head of Office of the Centre for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Director General of the Centre or the officer designated by the Director General in this respect from time to time.

3. That the Director General of the Centre or any other person authorized by the Director General shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Centre in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director General of the Centre or any other person authorized by the Director General in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall provide house-keeping and cleaning arrangement of the inside Buildings/premises of the Centre.
2. That for performing house-keeping duties, the contractor shall deploy persons as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons.
3. That the contractor shall submit details such as names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the Centre for the purpose of proper identification of the employees of the in the Centre contractor deployed he shall issue identity cards bearing their photographs/ identification, etc. and such employees shall display their identity cards at the time of the duty.
4. That the contractor shall at their own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to CDC and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and/or any other Rules/regulations and/or statues that may be applicable to them and shall further keep the CDC indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the

aforsaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these the CDC shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.

5. That the contractor shall submit the proof of having deposited that amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at CDC premises in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.
6. That the contractor shall particularly abide by the provisions of Minimum Wages Act 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions etc.
7. That the contractor shall be required to maintain permanent attendance register/roll within the Centre premises which will be open for inspection and checking by the authorized officers of the Centre.
8. That the contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the Centre and shall on demand furnish copies of wages register/muster roll, etc. to the Centre for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of CDC in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
9. The contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CDC.
10. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially

incorrect, they shall without prejudice to any other liability pay to the Director General of the Centre a sum as may be claimed by the Centre.

C CDC's OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid a total cost ofRupeesonly) on monthly basis plus Taxes as applicable (excluding salary of the manpower as per minimum wages plus 5% of minimum wages as service charges plus cost of actual consumption of thermocol cups upto first 3500 units of tea/coffee). Charges for soft drinks/Snacks etc. and additional charges for tea/coffee beyond 3500 units at the rate of Rs. including paper/thermocol cups will be reimbursed based on actuals. In the event of failure to render the services proportionate recovery will be made from the monthly bill. Such payment shall be made by the 15th day of the month on the basis of the bills raised by the contractor along with salary slip of the deployed manpower and ESIC and PF statement and duly certified by the officer designated by the Centre in this regard.
2. That the payment has been agreed to be paid by CDC to the contractor by A/c Payee cheque after deduction of TDS as applicable.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Govt. (Govt. of India) from time to time shall be payable by the CDC to the contractor. The above amount will be increased/decreased proportionately based on increase in minimum wages as notified by Govt. of NCT from time to time.
4. That the Centre shall pay service/statutory taxes as applicable to the contractor.

D. INDEMNIFICATION

1. That the contractor shall keep the CDC indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case CDC is made party and is supposed to contest the case, the CDC will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to CDC on demand. Further, the contractor shall ensure that no financial or any other liability comes on CDC in this respect of any nature whatsoever and shall keep CDC indemnified in this respect.
2. The contractor shall further keep the CDC indemnified against any loss to the CDC property and assets. The CDC shall have further right to adjust and/or deduct any of the amounts as aforesaid Centre from the payments due to the contractor under this contract.

E. PENALTIES/LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and further the work may be got done from another agency at their risk and cost.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to be the entire satisfaction of officer authorized by the Director General of the Centre in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of one year. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies :-
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by CDC on account of :
 - (i) for committing breach by the contractor of any of the terms and conditions of this agreement.
 - (ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Centre.
 - c) On contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrane/problem of any nature for CDC.

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration by Director General of the Centre or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his

office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CDC shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The expression Director General, CDC shall mean and include an acting/ officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of
Consultancy Development Centre,
2nd Floor, Core-IVB, India Habitat Centre,
Lodhi Road, New Delhi – 110 003

For and on behalf of
The contractor _____

WITNESS

- 1.
- 2.

- 1.
- 2.

SCOPE OF WORK

A. HOUSEKEEPING SERVICES

Activities to be performed daily

- ☐ Sweeping of the floor
- ☐ Mopping of the entire floor using chemicals/detergents
- ☐ Dusting of windows and doors
- ☐ Dusting and cleaning of tables, chairs and all other furniture
- ☐ Cleaning of window panes and glass doors
- ☐ Cleaning of Venetian blinds
- ☐ Cleaning of sofas and Centre tables
- ☐ Disposal of garbage/waste/disposables
- ☐ Cleaning of toilet inside the premises of the Centre
- ☐ Dusting and cleaning of equipment's in the Conference room and training rooms

Activities to be performed weekly

- ☐ Washing of floor using detergents/chemicals
- ☐ Removal of stains from partition walls and other walls using detergents
- ☐ Cleaning of furniture using vacuum cleaner
- ☐ Cleaning of tube-lights fixed to false ceiling
- ☐ Change of towels (twice a week)
- ☐ Cleaning of computers, telephone instruments, Xerox machines, fax machine etc. using suitable liquid detergents

Activities to be performed monthly/quarterly

- ☐ Metal/Brass polishing
- ☐ Cleaning and upkeep of storage space in the Parking area which is about 2000 sq. ft.
- ☐ Spray of insecticides in the entire premises of Centre and Pest control services using the required chemicals as and when required keeping average once in a month
- ☐ Cleaning of furniture (Sofa, table, Almira) with the help of Vacuum Cleaner (On quarterly basis)

B. OPERATION AND MAINTENANCE OF PANTRY

- Provide Tea/Coffee/soup, snacks and water to staff, guests and for meetings etc. Minimum guaranteed quantity shall be 3500 cups of Tea/Coffee per month.
- Provide Tea/Coffee to staff at 11.00 AM and 3.00 P.M. In addition, the service is to be provided as and when required.
- The services should be provided within minimum time after order.

- For meetings tea/coffee along with snacks is to be served at the time intimated. Information regarding the meetings will be told to the supervisor in the morning. Apart from tea/coffee, it should be ensured that water is also kept for the meetings.
- Provide Hi-tea and Lunch arrangements for meetings (Menu for hi-tea will be intimated in advance for meetings).
- The agency is to provide tea/ coffee/soup making machine (Cafe Coffee day vending machine) in good service condition in CDC pantry area. In case, services of this machine will not be found in order during the contract period, the agency to replace the same within 24 hours.
- Service is also to be provided during weekends and holidays as and when required