No.Sweepers &Security Guards Tender/U.P.(E)/2017-18
Government of India
Ministry of Statistics & Programme Implementation
National Sample Survey Office
(Field Operations Division)

Date: 18.09.2018

To

M/…….
…….
…….

Sub: Quotations for engaging registered agency for providing personnel for Sweeping & Cleaning Services (Safaiwalas) to NSSO (FOD) Allahabad, Gorakhpur, Azamgarh, Faizabad, Varanasi.

Sir,

Sealed quotations are invited from reputed and registered agencies for providing personnel for Sweeping & Cleaning Services (Safaiwalas) to NSSO (FOD) at Allahabad, Gorakhpur, Azamgarh, Faizabad and Varansi. The quotations should be submitted in the formats given in the tender Document.

2. The quotations should be submitted in a sealed envelope super scribed as **"Tender for Sweeping & Cleaning Services in NSSO (FOD), RO, Allahabad"**The quotations must accompany an Earnest Money Deposit of Rs. 16000/- in the form of a Demand Draft drawn in favour of Deputy Director The quotations submitted without EMD will summarily be rejected. The quotations should be addressed to the**Head of Office, NSSO (FOD), 38-ASardar Patel Marg, Civil Lines Allahabad-211001.**

3. The various crucial dates relating to "**Tender for Sweeping & Cleaning Services in NSSO (FOD)RO Allahabad."**

4.

(a)	Date of issue of Tender Documents	:	19.09.2018	
(b)	Last date and time for submission of Tender Document:	:	09.10.2018 (17:00)	
©	Date and time for opening of	:	Technical Bid:	11:30A.M On 10.10.2018
			Financial Bid:	Later stage on 10-10-2018
(d)	Place of submission of tender	:	38-A Sardar Patel Marg, civil Lines, Allahabad.	
(e)	Place of opening the tender	:	As above	

5. The quotations submitted after the stipulated time and date will not be entertained.

Yours faithfully,

RAM PRATAP Digitally signed by RAM PRATAP Date: 2018.09.18 17:12:31 +05'30'

(Ram Pratap)
Deputy Director & Head of Office

Copy to the Deputy Director General, Computer Centre, East Block, R.K.Puram, New Delhi, with a kind request to upload the tender documents on the website of MoSPI and the **tenders.gov.in** under tender head.

RAM PRATAP Digitally signed by RAM PRATAP Date: 2018.09.18 17:12:31 +05'30'
(Ram Pratap)
Deputy Director & Head of Office

Government of India
Ministry of Statistics & Programme Implementation
National Sample Survey Office
(Field Operations Division)
Regional Office Allahabad
38-A Sardar patel marg Civile Lines Allahabad-211001

PHONE :05322261184

Email : RO.ALD-FOD@NIC.IN

Tender No. 1/2018

Dated: 19.09.2018

TENDER DOCUMENT

ANNUAL CONTRACT FOR PROVIDING SWEEPING/CLEANING SERVICES AT

NATIONAL SAMPLE SURVEY OFFICE
(FIELD OPERATIONS DIVISION)
Regional Office Allahabad
38-A Sardar Patel Marg Civil Lines Allahabad-211001

Last date for submission: Date: 09.10.2018 Upto 17hrs.

Opening of Technical Bid: Date:10.10.2018 upto 11.30hrs.

Sealed tenders are invited under **Two Bid System,** i.e. (**Part-I Technical Bid and Part-II Financial Bid**) from reputed, experienced and financially sound Manpower Agencies to provide manpower for sanitation (Sweeping / cleaning) 'Safaiwalas' services at **National Sample Survey Office, (Field Operations Division), RO, Allahabd & SRO's Gorakhpur, Azmgarh, Faizabad , Varansi [hereinafter called NSSO (FOD)].**

A. SCOPE OF THE WORK

1. SWEEPING / CLEANING: -

Cleaning the entire premises which include office rooms/halls, verandas/corridors, Toilet and lavatories both Gents and Ladies located in Floor Ground and First floor. The scope will also include proper collection/disposal of the garbage / waste / dirt material as per the procedures of the local authority. Detailed scope of the work is as under:-

Sl. No.	Description of Work	Periodicity	Remarks
(i)	Sweeping and cleaning of all floors.	Thrice Daily	Using cleaning powder and wipe-out for floors
(ii)	Dusting and cleaning of tables, chairs, filing, cabinets, sofas, curtains and blinds, library book racks;	Once Daily	Conventional way of cleaning (including vacuum cleaning of upholstery)
(iii)	Cleaning of all computers, telephone instruments, photocopiers and other office equipment in the office premises	Once Daily	Using DETTOL Liquid spray and fine cotton/cloth
(iv)	Cleaning Gents and Ladies toilets and wash basins with fittings, mirrors etc.;	Thrice Daily	Using phenyl, hydrochloric acid, detergent powder, if so required, naphthalene balls to be added regularly to urinal pots and wash basins (at least 4-5 balls per basins). Liquid soap containers should be filled up with good quality of liquid daily. Cleanliness of containers should be maintained, good quality air freshener to be added in sufficient no. for urinals and wash basins
(v)	Cleaning choked toilets;	As and when required	Conventional way of cleaning,
(vi)	Cleaning of notice board, nameplates, key boxes, etc.;	Daily	Conventional way of cleaning,

(vii)	Cleaning of fans, bulbs, tube lights, windows, doors, glass panels, partitions of cabins, A/C outlets, cobwebs, etc.;	Once in a week	Conventional way of cleaning,
(viii)	Cleaning of Committee Room and Conference Room	Once weekly or As and when required.	Using vacuum cleaner
(ix)	Collection / Disposal of garbage from dustbins / containers;	Twice daily	Collection through dustbins located at different positions in the offices premises
(x)	Upkeep of the building (including cleaning of terrace/corridor /staircase/verandas/window panes on all the floors etc.)	As and when required	
(xi)	Cleaning Window glass panel	Once in a month.	
(xii)	Miscellaneous Work	As and when required	

Apart from the above, the NSSO (FOD) can assign any type of job in the office premises related to sanitation and cleaning etc.

B. ELIGIBILITY CRITEREA

Only those Agency/Proprietary Firm/Partnership Firm/Company who fulfil the following minimum criteria need to submit their bids and failure to provide necessary documents will render the bidder disqualified on technical grounds:-

a) The manpower supplying agencies should have its Registered/Head Office ALLAHABAD and SRO Gorakhpur, Azamgarh, Faizabad, Varanasi have been in existence for a period not less than 5 years and having annual turnover of Rs. 25 lakh during the last 3 years.
b) It should have been registered under Relevant Act and a copy each of the registrations shall be attached with the bid.
c) It should have PAN, TAN number and GSTIN No. (Proof in this regard may be attached with the bid).
d) It should be registered under EPFO & ESI.
e) It should not have been blacklisted by any Government Organization. Undertaking in this regard is to be furnished.
f) The bidders must have successfully completed minimum three contract jobs of providing Safaiwalas under the respective contract for organisations, Institutions or reputed Private firms.

C. INSTRUCTIONS TO TENDERERS

1. **The Tender should be addressed to Head of Office, NSSO (FOD), RO, Allahabad**

2. The Tenderers are required to submit one Technical and one Financial Bidas per prescribed proforma in Section –E and F. The Financial Bid should be submitted in a

separately sealed envelope superscribed**"Financial Bid forSweeping & Cleaning Services in NSSO (FOD)**". All the sealed envelopes should be put in a sealed envelope superscribed "**Tender for Sweeping & Cleaning Services in NSSO (FOD)"** Financial Bid shall be opened only those tenderers who are found technically qualified to carry out the work, for which prior intimation shall be given indicating the date and time of Financial bid opening.

3. The Tenderer are advised to visit the NSSO (FOD) Office premises before submitting their tender bid.

4. The various crucial dates relating to "**Tender for Sweeping & Cleaning Services in NSSO(FOD)""**" are cited as under:-

   (a) Date of issue of Tender Documents:19.09.2018
   (b) Last date and time for submission of Tender Document: 09.10.2018 upto17hrs
   (c) Date and time for opening of Technical Bid:11:30 hrs.on 10.10.2018
   Financial Bid: At a later stage
   (d) Place of submission of tender: NSSO(FOD), 38-A , Sardar Patel Marg, Civil Lines Allahabad-211001

   (e) Place of opening the tender: NSSO(FOD).38-A , Sardar Patel Marg, Civil Lines Regional Office Allahabad-211001

D. TERMS & CONDITIONS

1. The persons to be deployed by the service provider as Safaiwalas should be in the age group of 18-40 years, active and having good health and should be at least semi-literate.

2. The Agency will have to employ trained civilians as Safaiwalas, who have at least one year of experience in cleaning of bathrooms, toilets, open areas/carpet areas with electronic gadgets, garbage collection etc.

3. The contractor shall, employ a Supervisor for monitoring of its manpower, material etc., who would be responsible for all the activities of cleaning and sweeping. The supervisor should have a minimum experience of 3 years of supervising. Necessary supervising certificates may be attached. It must be ensured:-
   (a) That the staff do not smoke in the office premises;
   (b) That any specific sanitation task assigned by the NSSO (FOD) or any officer authorized by the Administration iscarried out diligently and well in time;
   (c) That before using any equipment/appliances or material and products of sanitation, it is having the approval of the NSSO (FOD) .
   (d) That the salary/wages shall be distributed in full as settled between the contractor and the workers duly keeping in view the contract signed between the contractor and the NSSO (FOD) .

4. For Safaiwalas, the working hour would normally be of 8 ½ hours (0800 hrs to 1630 hrs) per day including half an hour lunch break from Monday to Saturday (6 days) with weekly

off on Sunday. However, the Agency shall depute workers on holidays/weekly offs in case of need.

5. The cleaning materials should be provided by the Agency as per the list enclosed in **Annexure-I.** The cleaning materials should be of high quality and according to the brand and specification approved by the NSSO (FOD).

6. NSSO (FOD) will have the right to adopt any measures/setup system for ensuring proper performance of duty of Safaiwalas deployed by the contractor, including their being in proper uniforms, punctuality, discipline etc.

7. **Initially NSSO (FOD) may require 5 Safaiwalas for Sweeping and Cleaning Services.Their strength may increase or decrease as per the requirement of NSSO (FOD) .**

8. Payment shall be made on monthly basis on receipt of a bill from the contractor in duplicate, duly pre-receipted on revenue stamp and complete in all respect. No advance payment in any case would be made. The monthly payment will be subject to satisfactory services being rendered. In this regard, a certificate of satisfactory completion of the work has to be given and certified by the Officer/caretaker, NSSO (FOD) on the monthly payment bill. The payment would be based on actual attendance.

9. The Period of contract shall initially be for a period of one year from the date of awarding the contract extendable for another yearon satisfactory performance with such amendments as may be mutually agreed upon and also subject to the necessary approval of the Competent Authority. NSSO (FOD) also reserves the right to terminate the contract after giving 30 days' notice without assigning any reason thereof.

10. The service provider shall be contactable at all times and message sent by Tel/E-mail/Fax/Special Messenger from the office to the service provider shall be acknowledged within 2 hours on the same day.

11. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before proposing deployment their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police and such report should be submitted before deployment. Proofs of identity like driving license, Election photo Identity Card, bank account details, pervious work experience, proof of residence and recent photograph and a certification to this effect should be submitted to the NSSO (FOD). The Service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from NSSO (FOD).

12. If any of the Contract workers is found misbehaving with the supervisory staff or any other Staff member/Trainees of the NSSO (FOD) , the Contractor shall, on receipt of instruction of the competent authority in this regard, replace such workers. The Contractors shall issue necessary instructions to its employees to act upon the instructions given by the supervisory Staff of NSSO (FOD).

13. The agency shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act relating to manpower engaged for this contract and in the event of any liability by virtue of its being principal employer due to failure of the

contractor shall indemnify and reimburse the amount payable by NSSO (FOD) on this account.

14. The contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NSSO (FOD) 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 shall be withheld till submission of proof of payment by the contractor.

15. The contractor shall particularly abide by the provisions of Minimum Wages Act (Central Sphere, category "C"& "B" area as applicable), 1948. In any case, the wageshould not be lower than the minimum wage of central sphere category "C"&"B" area.If the minimum wages is revised by the Government of India., the incremental wages, if applicable, will be provided.

16. **The Earnest Money Deposit (EMD)(Bid Security) of Rs.16000/-(Rupees. Sixteen Thousand Only. in the form of Demand Draft from a commercial bank, drawn in favour of "Deputy Director NSSO (FOD), Allahabad"** should be enclosed with the tender. The EMD should remain valid for a period of forty-five days beyond final bid validity period. The tender received without EMD would be summarily rejected. The earnest money will be returned on completion of the tender process.

17. It is mandatory for the successful tenderer to submit Performance Security Deposit amounting to 10% of the total contract value for one year in the form of Bank Guarantee/Fixed Deposit Receipt/Demand Draft of in favour of **"Deputy Director NSSO (FOD), Allahabad"** as Performance Security. The Security Deposit should be valid beyond 60 days of the period of the contract. The Security Deposit will be returned without any interest after satisfactory completion of the contract process. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream.

18. The successful Agency will be required to execute an agreement with NSSO (FOD) within the period specified in the award letter. In case **the successful agency fails to enter into the agreement with NSSO (FOD) within the specified date mentioned in the award letter, the EMD deposited by such Agency shall forfeited without giving any further notice.**

19. There is no master and servant relationship between the employees of the service provider and the NSSO (FOD) and further the engaged persons of the service provider shall have no claim for any absorption in service of the Government of India at any stage.

20. The NSSO (FOD) reserves the right to accept or reject any or all tenders without assigning any reason.

21. Tenders should remain valid for 90 days from the date of opening of tenders with a provision for suitable extension.

22. Unsatisfactory performance of contract at any stage of time shall be liable for termination of work award order and may also lead to forfeiture of performance-cum-security deposit.

23. **PENALTY CLAUSE**:-In case of any irregularities noticed, the penalty amount will be levied by NSSO (FOD) up to the extent of 10% of the monthly charges due for the relevant month, after issuing show cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time. Such repeated irregularities will make the agency liable for cancellation of contract with forfeiture of the Security Deposit.

24. ARBITRATIONCLAUSE:-In case of any disputes between the parties viz. NSSO (FOD) on one hand and the agency/firm awarded the Contract on the other, arising out on account of scope of work and other mandatory liabilities as stated in the Contract Agreement, the dispute shall be referred to an Arbitrator as per **Arbitration and Reconciliation Act 1996, in Allahabad jurisdiction.**

25. Evaluation Criteria: The Technical bids will be scrutinised on the basis of Eligibility Criteria in Section-B. Financial bids will be opened only of the technically qualified (responsive tender) bid. The LI would be decided on the basis of monthly expenditure taken together on Safaiwalas, charges for cleaning materials, charges for cleaning window glass panel etc.

E. PROFORMA FOR TECHNICAL BID (PART-I)

1. Name of Agency :

2. Name of Proprietor/Director of the Agency :

3. Full Address of Reg. Office :

   a) Telephone No. :

   b) FAX No. :

   c) E-Mail Address: :

4. Registration & Licence No. of the Agency under Contract Labour (Regulation & Abolition)Act, 1972 (Attach attested copy of the Reg.) :

5. PAN / GSTIN No of the Agency (Attach attested copy of the Reg. Certificate) :

6. Service Tax Registration No. (Attach attested copy of the Reg. Certificate) :

7. EPF Registration No. (Attach attested copy of the Reg. Certificate) :

8. E.S.I. Registration No. (Attach attested copy of the Reg. Certificate) :

9. Demand Draft of requisite Earnest Money (Detail) :

10. Financial turnover of the Agency for the last 3 years (copy of the turnover statement of last three years duly Certified by Chartered Accountant to be attached).

Financial Year	Amount (in Rs.)	Remarks if any
2015-16		
2016-17		
2017-18		

11. Details of Major contract with Central Government/State Governments/PSUs/Reputed Private Firms handled by the tendering Agency for providing manpower during the last

five years in the following format (attested copies of the last five years work award may be enclosed):

S. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (in Rs.)	Duration of Contract		Nature of contract	
			From	To	Type of man power provided	No. of persons deployed
1						
2						
3						

(If the space provided is insufficient, a separate sheet may be attached)

1. I, ... Son/Daughter/Wife of Shri..... Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of the authorised person of the Agency with seal)
Name:.....
Seal :.....
Address: .....
Phone no. .....

Place:

Date:

F. PROFORMA FOR FINANCIAL BID(PART-II)

The contractor is advised to visit the NSSO (FOD) Office before submitting his tender bid. Following information may be used while calculating the cost of cleaning material and other items.

1. Facilities

Ground Floor	1st Floor	2nd Floor	3rd Floor	4th Floor
Wash Room- Urinal Wash Basin Western Style- Indian Style-	Wash Room- Urinal Wash Basin Western Style- Indian Style-	Wash Room- Urinal Wash Basin Western Style- Indian Style-	Wash Room- Urinal Wash Basin Western Style- Indian Style-	Wash Room- Urinal Wash Basin Western Style- Indian Style-

2. Plinth Area of all the levels put together: ……..
3. **There are about ……Window glass panel of size- …….are fixed at levels 1 to2.**

Price Bid

S. No.	Description	Rate Per Month * (Rs.)		Extra Work			
				Per Day (Rs.)		Per Hour (Rs.)	
		Supervisor	Safaiwalas	Supervisor	Safaiwalas	Supervisor	Safaiwalas
	MANPOWER						
(i)	Basic Pay(to be paid to the worker)			[redacted]			
(ii)	ESI (mention %)						
(iii)	EPF (mention %)						
(iv)	Service Charge on the Basic Pay (mention %)						
(v)	Total [(i) to (v)]						
(vi)	GST (mention %)						
	TOTAL (v+vi)						

* **Month wise Rate Calculation (Minimum Wage *365/12)**

Description	Rate Per Month
Charges for cleaning material as per the list and aids, garbage gunny bags and bins and any other item(s) that may be required for fulfilment of the contract.	

Description	Rate Per Month
Charges for cleaning Window glass panel once in a month.	

Date & Place

Signature of the authorised person of the Agencywith seal

ANNEXURE – I

List of Materialsto be provided by Contractor

Sl. No.	ITEMS
1	Acid
2	Brasso
3	Liquid Soap Floor Wash
4	Dettol
5	Flush Clean Mat
6	Floor Duster
7	Hand Duster
8	Hard Broom
9	Harpik
10	Hit Cockroach
11	Phenyl
12	Naphthalene Ball Scented
13	Room Freshener
14	Soft Broom
15	Yellow Duster
16	PVC Scrubber
17	Coir Brush Round
18	Liquid Perfumed hand wash
19	Cleano sanitizer
20	Mops-Floor Duster
21	Teepol
22	Thiner
23	Dustbin with lid
24	Wipers
25	Cob web removers
26	Mansion floor polish
27	Finit with pump
28	Bunny Bag
29	Any other items required for cleaning

Date & Place

Signature of the authorised person of the Agency with seal

PART-III

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Allahabad on the day of ..... Two Thousand Seventeen between..... acting through Shri, ... NATIONAL SAPMLE SURVEY OFFICE, (FOD). Government of India having its Regional office at 38-A. Sardar Patel Marg, Civil Lines, Allahabad-211001. (hereinafter called "client" which expression shall, unless repugnant to the context or meaning there of be deemed to mean and include its successors, legal representatives and assigns) of the .**First Part**

Second Part

M/s ..... having its registered office at .....

(hereinafter called the "Agency" which expression shall, unless repugnant to the context shall mean and include its successors-in interest assigns) of the .**Second Part**

WHEREAS the "Client" is desirous to engage the "Agency" for providing security services for NSSO as per the terms and conditions stated below:

1. The persons to be deployed by the service provider as Safaiwalas should be in the age group of 18-40 years, active and having good health and should be at least semi-literate.

2. The Agency will have to employ trained civilians as Safaiwalas, who have at least one year of experience in cleaning of bathrooms, toilets, open areas/carpet areas with electronic gadgets, garbage collection etc.

3. The contractor shall, employ a Supervisor for monitoring of its manpower, material etc., who would be responsible for all the activities of cleaning and sweeping. The supervisor should have a minimum experience of 3 years of supervising. Necessary supervising certificates may be attached. It must be ensured:-
   (e) That the staff do not smoke in the office premises;
   (f) That any specific sanitation task assigned by the NSSO (FOD) or any officer authorized by the Administration iscarried out diligently and well in time;
   (g) That before using any equipment/appliances or material and products of sanitation, it is having the approval of the NSSO (FOD) .
   (h) That the salary/wages shall be distributed in full as settled between the contractor and the workers duly keeping in view the contract signed between the contractor and the NSSO (FOD) .

4. For Safaiwalas, the working hour would normally be of 8 ½ hours (0800 hrs to 1630 hrs) per day including half an hour lunch break from Monday to Saturday (6 days) with weekly off on Sunday. However, the Agency shall depute workers on holidays/weekly offs in case of need.

The cleaning materials should be provided by the Agency as per the list enclosed in **Annexure-I.** The cleaning materials should be of high quality and according to the brand and specification approved by the NSSO (FOD).

5. NSSO (FOD) will have the right to adopt any measures/setup system for ensuring proper performance of duty of Safaiwalas deployed by the contractor, including their being in proper uniforms, punctuality, discipline etc.

6. **Initially NSSO (FOD) may require 5 Safaiwalas for Sweeping and Cleaning Services.Their strength may increase or decrease as per the requirement of NSSO (FOD) .**

7. Payment shall be made on monthly basis on receipt of a bill from the contractor in duplicate, duly pre-receipted on revenue stamp and complete in all respect. No advance payment in any case would be made. The monthly payment will be subject to satisfactory services being rendered. In this regard, a certificate of satisfactory completion of the work has to be given and certified by the Officer/caretaker, NSSO (FOD) on the monthly payment bill. The payment would be based on actual attendance.

8. The Period of contract shall initially be for a period of one year from the date of awarding the contract extendable for another yearon satisfactory performance with such amendments as may be mutually agreed upon and also subject to the necessary approval of the Competent Authority. NSSO (FOD) also reserves the right to terminate the contract after giving 30 days' notice without assigning any reason thereof.

9. The service provider shall be contactable at all times and message sent by Tel/E-mail/Fax/Special Messenger from the office to the service provider shall be acknowledged within 2 hours on the same day.

10. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before proposing deployment their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police and such report should be submitted before deployment. Proofs of identity like driving license, Election photo Identity Card, bank account details, pervious work experience, proof of residence and recent photograph and a certification to this effect should be submitted to the NSSO (FOD). The Service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from NSSO (FOD).

11. If any of the Contract workers is found misbehaving with the supervisory staff or any other Staff member/Trainees of the NSSO (FOD) , the Contractor shall, on receipt of instruction of the competent authority in this regard, replace such workers. The Contractors shall issue necessary instructions to its employees to act upon the instructions given by the supervisory Staff of NSSO (FOD).

12. The agency shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act relating to manpower engaged for this contract and in the event of any liability by virtue of its being principal employer due to failure of the contractor shall indemnify and reimburse the amount payable by NSSO (FOD) on this account.

13. The contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NSSO (FOD) 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 shall be withheld till submission of proof of payment by the contractor.

14. The contractor shall particularly abide by the provisions of Minimum Wages Act (Central Sphere, category "C"& "B" area as applicable), 1948. In any case, the wageshould not be lower than the minimum wage of central sphere category "C"&"B" area.If the minimum wages is revised by the Government of India., the incremental wages, if applicable, will be provided.

15. It is mandatory for the successful tenderer to submit Performance Security Deposit amounting to 10% of the total contract value for one year in the form of Bank Guarantee/Fixed Deposit Receipt/Demand Draft of in favour of **"Deputy Director NSSO (FOD), Allahabad"** as Performance Security. The Security Deposit should be valid beyond 60 days of the period of the contract. The Security Deposit will be returned without any interest after satisfactory completion of the contract process. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream.

16. The successful Agency will be required to execute an agreement with NSSO (FOD) within the period specified in the award letter. In case **the successful agency fails to enter into the agreement with NSSO (FOD) within the specified date mentioned in the award letter, the EMD deposited by such Agency shall forfeited without giving any further notice.**

17. There is no master and servant relationship between the employees of the service provider and the NSSO (FOD) and further the engaged persons of the service provider shall have no claim for any absorption in service of the Government of India at any stage.

18. The NSSO (FOD) reserves the right to accept or reject any or all tenders without assigning any reason.

19. Tenders should remain valid for 90 days from the date of opening of tenders with a provision for suitable extension.

20. Unsatisfactory performance of contract at any stage of time shall be liable for termination of work award order and may also lead to forfeiture of performance-cum-security deposit.

21. **PENALTY CLAUSE**:-In case of any irregularities noticed, the penalty amount will be levied by NSSO (FOD) up to the extent of 10% of the monthly charges due for the relevant month, after issuing show cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time. Such repeated irregularities will make the agency liable for cancellation of contract with forfeiture of the Security Deposit.

22. ARBITRATIONCLAUSE:-In case of any disputes between the parties viz. NSSO (FOD) on one hand and the agency/firm awarded the Contract on the other, arising out on account of scope of work and other mandatory liabilities as stated in the Contract Agreement, the dispute shall be referred to an Arbitrator as per **Arbitration and Reconciliation Act 1996, in Allahabad jurisdiction.**

24. Evaluation Criteria: The Technical bids will be scrutinised on the basis of Eligibility Criteria in Section-B. Financial bids will be opened only of the technically qualified (responsive tender) bid. The LI would be decided on the basis of monthly expenditure taken together on Safaiwalas, charges for cleaning materials, charges for cleaning window glass panel etc.

THIS AGREEMENT will take effect from ..... Two thousand Seventeen and shall be valid for one year.

IN WITNESS WHERE OF both the parties here to have caused there respective common seals to be here into affixed / (or have here into set the irrespective hands and seals) the day and year mentioned above in Allahabad in the presence of the witness:

For and on behalf on the "Agency"

Signature of the authorized Official

Name of the Official

Stamp / Seal of the " Agency"

SIGNED, SEALED AND DELIVERED

By the said

Name.....
on behalf of the "Agency" in presence of

Witness.....
Name.....
Address.....

For and on behalf of the "NSSO(FOD)"

Signature of the authorized Official

Name of the Official

Stamp / Seal of the "NSSO(FOD)"

SIGNED,SEALED AND DELIVERED

By the said

Name.....
on behalf of the "NSSO"(FOD)in presence of
Witness.....
Name.....
Address.....