



Software Technology Parks of India

(Ministry of Electronics & Information Technology, Govt. of India)

Ganga Software Technology Complex, Sector-29, Noida-201303

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Tender Document

(Ref : STPIN/PUR/QUO/18-19/09 Dated 12/03/2019)

for

Hiring of Service provider for Sanitation, Gardening and

Housekeeping Services including Pest Control

for

sub centre location of Software Technology Parks of India (STPI), Noida located at Uttar-Pradesh region (Lucknow, Prayagraj, Kanpur), Uttarakhand region (Dehradun), Jammu & Kashmir region (Jammu, Srinagar), Punjab & Himachal Pradesh (Mohali, Shimla), Rajasthan region (Jaipur, Jodhpur & Bhiwadi), Madhya Pradesh region (Bhopal, Indore & Gwalior) and Chattisgarh region (Bhilai).

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SOFTWARE TECHNOLOGY PARKS OF INDIA
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Phone: +91-120-2470400; Fax: +91-120-2470403
Website: www.noida.stpi.in

Notice Inviting e-Tender for Hiring of Service provider for Sanitation, Gardening and Housekeeping Services including Pest Control at Software Technology Parks of India (STPI), Noida and its Sub-Centres

The Director, Software Technology Parks of India (STPI), Noida invites online bids for “**Hiring of Service provider for Sanitation, Gardening and Housekeeping Services including Pest Control**” at sub centre location of STPI-Noida located at Uttar-Pradesh region (Lucknow, Prayagraj, Kanpur), Uttarakhand region (Dehradun), Jammu & Kashmir region (Jammu, Srinagar), Punjab & Himachal Pradesh (Mohali, Shimla), Rajasthan region (Jaipur, Jodhpur & Bhiwadi), Madhya Pradesh region (Bhopal, Indore & Gwalior) and Chattisgarh region (Bhilai) for a period of one year from reputed and experienced service provider under Two Bid system (Technical Bid and Financial Bid) through **e-Procurement mode** only as per tender document.

Important Details	
Mode of Tendering	e-Tender (online) on URL https://eprocure.gov.in/eprocure/app in Two-Bid System (1. Technical Bid and 2. Commercial Bid)
EMD/Bid security to be submitted electronically	As per amount given in Annexure IV of this tender document on or before bid submission closing time.
Bank Details	Software Technology Parks of India, SB A/c No- 711710110001585, IFSC Code- BKID0007117 Bank of India, Sec-18, Branch., Noida-201301
Date & Time of Publishing of Tender	12/03/2019; 15:00 HRS
Date & Time of Pre-Bid Meeting	22/03/2019; 15:30 HRS
Start Date & Time for submission of Bid	22/03/2019; 16.30 HRS
Last Date & Time For Submission Of Bid	01/04/2019; 14:30 HRS
Date & Time for Opening of Technical Bid	02/04/2019; 14:30 HRS
Date & Time for Opening of Financial Bid	TO BE CONVEYED SEPARATELY
Validity of Bid	120 DAYS FROM THE DATE OF CLOSING

The tender document is available on www.noida.stpi.in & <https://eprocure.gov.in/eprocure/app> from 12/03/2019.

Tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> latest by 01/04/ 2019; 14:30 HRS

**Director
STPI Noida**

GENERAL TERMS & CONDITIONS

1. GENERAL:

1.1 The present tender is invited from reputed firms who have enough experience & capacity to provide Sanitation, Gardening and Housekeeping Services including Pest Control with the suitable and uniformed trained manpower for the sub centre location of **Software Technology Parks of India (STPI), Noida located at Uttar-Pradesh region (Lucknow, Prayagraj, Kanpur, Uttarakhand region (Dehradun), Jammu & Kashmir region (Jammu, Srinagar), Punjab & Himachal Pradesh (Mohali, Shimla), Rajasthan region (Jaipur, Jodhpur & Bhiwadi), Madhya Pradesh region (Bhopal, Indore & Gwalior) and Chattisgarh region (Bhilai).** for a period of one year. The interested bidder can bid for one region or for multiple regions also as per their choice. The contractor will use its best endeavour to provide the services as specified in the Detailed Work Specification and Scope of Work as per Annexure-III.

1.2 STPI Profile may be browsed on www.noida.stpi.in.

1.3 The bidder can download tender document from www.noida.stpi.in & <https://eprocure.gov.in/eprocure/app>. Tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> latest by <14:30 hrs; 04/01/2019

2. The Bidder, to qualify for the award of contract, shall submit a written power of attorney/authorization letter authorizing the signatories of the bid to participate. Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If STPI, NOIDA subsequently finds to the contrary, STPI reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:

Each bidder shall submit only one tender bid. If a bidder participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of his bid and STPI-Noida will, in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

Signature and Stamp of the Bidder

6. VISIT TO STPI-NOIDA & ITS SUB-CENTRES:

The bidder is required to provide sanitation, gardening and housekeeping including pest control services to sub-centre locations of STPI-Noida and is advised to visit and acquaint himself/herself with the area & operational system. The bidder may refer the contact details of the officials at respective centre/location as per details provided in Annexure IX. The cost of visiting shall be borne by the bidder. It shall be deemed understood that the contractor has paid visit to the sub-centre locations of STPI-Noida and is aware of the operational conditions prior to the submission of the tender document.

7. TENDER DOCUMENT:

- a. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- b. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

8. CLARIFICATION OF TENDER DOCUMENT:

- a. The bidder shall check the pages of all documents. In the event of discovery of any discrepancy or missing pages, the bidder shall inform the Office of Purchase Division at STPI-Noida.
- b. In case, the bidder has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification on or before specified date of Pre-Bid meeting.
- c. Except for any written clarification by the STPI-Noida, which is expressly stated to be an addendum to the tender document issued by the Office of Purchase Division of STPI-Noida, no written or oral communication, presentation or explanation by any other employee of STPI-Noida shall be taken to bind or fetter STPI-Noida under the contract.

9. PREPARATION OF BIDS:

- a. **Language:** Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by a certified English translated document. The English version shall prevail in matters of interpretation.

Signature and Stamp of the Bidder

- b. **Bid Price:** Bidder shall quote the **rates only on the basis of service charges however minimum wages as per Govt. norms would comply** in Indian Rupees for the entire contract on a ‘single responsibility’ basis such that the Tender price covers contractor’s all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the “**Sanitation, Gardening and Housekeeping including Pest Control services for sub-centre locations of STPI-Noida**”. This includes all the liabilities of the contractor such as cost of uniform, cost of sanitation materials and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.) which should be clearly stated by the contractor. Any rate bid which do not cater for the compliances shall be deemed disqualified.
- c. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- d. Conditional bids/offers will be summarily rejected.
- e. **Form of Bid:** Online bid in Two-Bid system viz. Technical Bid & Financial Bid should be submitted. The Forms of Bid shall be completed in all respects.
- f. **Currencies of Bid and Payment:** The Bidder shall submit his Financial bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees Only.

10. DURATION OF CONTRACT:

10.1 The contract will be awarded initially for a period of one year. STPI Noida reserves the right to extend the validity of contract on the same rates and terms & conditions on yearly basis as may be agreed to, but not beyond further two years.

10.2 The Monthly rate per Square meter for open and covered area quoted in Financial Bid as per Annexure VIII would be taken in to account, in case there is increase or decrease in the area as determined by STPI from time to time during the period of contract and for extended contract period of time as agreed upon between STPI and contractor without changing any terms and conditions of the contract..

11. BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

11.1. The Bidder shall deposit Bid security / EMD (Earnest Money Deposit) for an amount as mentioned in Annexure IV through NEFT/RTGS only as per bank details given in NIT of these tender documents and proof of the same should be made available at the time of bid submission on or before bid submission closing time as mentioned in the tender document/corrigenda.

11.2. Any Tender not accompanied by Bid security / EMD shall be rejected.

11.3. The Bid security / EMD shall remain valid for a period of 180 days from the date of tender opening. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

11.4. Bid security / EMD of the successful bidder shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.

11.5. Bid security / EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

Signature and Stamp of the Bidder

11.6. Bid security / EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

12. SUBMISSION OF BID:

Tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> in the standard formats prescribed in the Tender documents displayed on said URL.

Documents to be uploaded with the Technical Bid: Scanned copy of the duly signed following documents:

1.	EMD Forwarding Letter	Annexure-I
2.	Technical Bid Form	Annexure -II
3.	Scope of work	Annexure -III
4.	Checklist for Pre-Qualification Criteria for Bidders	Annexure -IV
5.	Authorisation letter	
6.	Tender Acceptance Form	Annexure –VII
7.	Scanned copy of other relevant certificates, documents etc	
<ul style="list-style-type: none">• Financial Bid should not be submitted along with Technical bid, this may led to rejection of the bid.		

Documents to be uploaded with the Financial Bid:

1. Scanned copy of duly signed Financial Bid as per Annexure-VIII

13. VALIDITY OF BID:

The tender shall remain valid and open for acceptance for a period of 120 days from the day of opening of tender.

Signature and Stamp of the Bidder

14. LATE AND DELAYED TENDERS:-

Bids must be submitted online on the URL specified above not later than the date and time stipulated in the NIT. STPI-Noida may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of STPI-Noida and the Bidder will be the same.

15. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

15.1. STPI Noida is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

15.2. STPI Noida may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions/Local bodies/Municipalities/Public Sector Undertakings, etc.

15.3. STPI Noida may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

15.4. Bids without EMD will be summarily rejected.

15.5. If price is mentioned in the “Technical Bid” it may lead to rejection of the bid.

15.6 Any other non-compliance to this tender document may lead to rejection of bid.

16. BID OPENING :

16.1. The Technical bids will be opened online at the time & date as specified in the tender documents. All the statements, documents, certificates etc. uploaded by bidder will be verified & downloaded, for technical evaluation.

16.2. The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening.

Signature and Stamp of the Bidder

17. EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL BID:

17.1 EVALUATION OF TECHNICAL BIDS

The Technical Bid will be evaluated against the parameters/criteria given in this tender document & the technically qualified bidders will be identified.

17.1.1 Compliance to Pre-Qualification Criteria Annexure IV

17.1.2 Compliance to Detailed Work Specification & Scope of Work as per Annexure III

17.1.3 Experience of running Sanitation, Gardening and Housekeeping Services including Pest Control, volume of work performed in preceding years, trained Staff on roll, and other pre-qualification criterion prescribed in the Terms and Conditions of the tender document.

17.1.4 Other compliance as per this tender document.

17.2 EVALUATION OF THE FINANCIAL BID

17.2.1. Financial bid of only the technically qualified bidders will be opened online for evaluation.

17.2.2 The Bidder shall have submitted the Financial Bid as specified in Annexure-VIII of this Tender document and also compliance to the condition mentioned thereof.

17.2.3 The rate should be mentioned in figures as well as in words exclusive of taxes and levies in the financial bid document attached. Financial bids submitted in any other format will not be accepted. The taxes and other levies, if any, should be indicated separately. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.

18. AWARD OF CONTRACT:

18.1 CRITERIA TO DETERMINE THE L1 :

The L1 for each region will be determine separately based on the lowest quoted price for each region among all valid bids.

18.2. STPI Noida will award the contract to the successful evaluated L1 bidder whose bid has been found to be responsive and who is eligible and technically qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document. However, if bid submitted by L1 found non-responsive or unsatisfactory at any stage of bidding process, Director STPI, Noida shall have full authority to terminate the contract and the decision will be final and binding in this regard.

18.2. The successful bidder(s) will be required to execute an agreement in the form specified in Annexure-V within a period of 30 days from the date of issue of Letter of Offer.

Signature and Stamp of the Bidder

19. PERFORMANCE SECURITY : The successful bidder(s) shall be required to furnish a Performance Security within 15 days of receipt of ‘Letter of Offer’ for an amount of **10(Ten) % of respective contractual value from bidder(s)** in the form of “Bank Guarantee” from any Nationalised bank in an acceptable form (Annexure-VI) in favour of SOFTWARE TECHNOLOGY PARKS OF INDIA. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

20. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid security / EMD.

Signature and Stamp of the Bidder

STANDARD TERMS AND CONDITIONS

1. The execution of cleaning and housekeeping job shall be carried out by suitable person having proper knowledge of hygiene with mechanized equipments, wherever required, and wet mopping.
2. The cleaning and housekeeping works are to be carried out as per international norms/standards and in such manner that all premises always look neat and clean.
3. The manpower engaged should be trained in management of waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions. This shall be the responsibility of the contractor to collect all the sweepings, garbage and wastes and transport/dispose of the same to the nearest pit actually earmarked by the local authority.
4. It will be the sole responsibility of the contractor that the manpower engaged is trained and STPI will not be liable for any mishap, directly or indirectly. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act / Other law or Act as applicable shall be taken by the contractor. The contractor shall arrange necessary insurance cover for all persons deployed by the contractor even for short duration and produce the same to STPI, Noida.
5. All the materials, consumables, disposables, appliances, tools and tackles required, in conformity to the scope of work, shall be supplied or borne by the contractor. All consumables and disposables should be eco-friendly and are of reputed brand. However, the contractor can use water from toilets for washing/cleaning work. All other cleaning material/machine/equipment shall be brought by the contractor. Bidder should include the price of all items in the Financial Bid.
6. The contractor shall deploy one Manager (off-site or on-site), one Supervisor (onsite) and adequate number of workers (onsite) including sufficient number of female workers for providing services as per scope of work.
7. The contractor, his manager and supervisor should have duly activated cell phones and email-id, numbers of which should be given to all Sections and officers to facilitate contact when ever required.
8. The contractor shall provide monthly/weekly area wise roster and the same may be pasted at prescribed location.
9. **Subletting:** The Contractor shall not assign/sublet/lease/transfer/appoint care taker for the services/work or sub-contract or any part of it to any other person or party. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
10. No other person except Contractor's authorized representative shall be allowed to enter the office premises of STPI, Noida and its sub-centres.
11. Within the premises of the STPI Noida and its Sub-centres, the Contractor's personnel shall not do any private work other than their normal duties.
12. **Objective Criteria / Performance Evaluation:** The cleanliness will be periodically checked by the STPI authorized person or/and users based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria. These are as follows:
 - 12.1 Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;

Signature and Stamp of the Bidder

- 12.2 Dust or cobwebs etc. on roof, window grills etc.;
- 12.3 Finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors;
- 12.4 Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets/bathrooms.
- 12.5 Or any other compliance mentioned in the scope of work of this tender document.

13. Cost of any damage done to tiled/wooden floors, wooden walls, false ceilings, wooden fittings/fixtures/furniture, any other surface, equipment, machines, material, toilet/sanitary fittings, electrical fittings, lights, switches & boards etc. or any Government property within the premises of the buildings due to mishandling by the employees deployed by the contractor or use of inferior quality cleaning material/defective machines shall be borne by the contractor and he shall repair/replace the damaged part/portion immediately. In case the contractor fails to make good the loss to the satisfaction of competent authority at STPI Noida, the authority shall, at its discretion, deduct such amount from the bills of the contractor as it may decide sufficient, to make good the loss. No appeal for review/write off the loss shall be entertained.

14. PAYMENT TERMS:

14.1 The payment will be made on monthly basis after receiving of bill based on the satisfactory performance. The services rendered during the billing period should be supported by copy of Monthly Feedback Register for the respective location. Applicable deduction will be made in lieu of any non-compliance as per this tender document, if any. No other claim on whatever account shall be entertained by STPI. The contractor shall ensure that the pay/salary of immediately preceding month has to be disbursed to their personnel on or before 5th of every succeeding month.

14.2 The contractor is required to submit the bill for previous month to respective STPI centre latest by 5th of succeeding month along with the following documents :

- a. Bills in duplicate
- b. Copy of Work order
- c. Copy of attendance register duly verified by authorized officials at respective STPI locations
- d. Copy of monthly feedback record register for respective month
- e. Copy of challans of CPF & ESI for deployed employees of agency at STPI locations.
- f. Rates of minimum Wages will be paid subject to submission of request alongwith copy of notification wherever there is increase.
- g. Half yearly / annual CPF statement duly verified by EPFO may also be submitted

14.3 In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs 500/- per instance may be levied.

14.4 In case any public/staff complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill payment. Further the concerned contractor's personnel shall be removed from the system immediately.

14.5 In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, STPI reserves the right to impose the penalty as detailed below:-

Signature and Stamp of the Bidder

- 14.5.1** 5% of cost of order/agreement per week, upto four weeks' delays.
- 14.5.2** After four weeks delay, STPI may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
- 14.6** If cleanliness is not observed upto the satisfaction of the STPI, a penalty of 10% of the bill amount shall be deducted from the contractor payment for the respective month depending on the objective criteria given above at clause 12.

OR

The Supervisor must maintain monthly record of feedback rated as Poor/Good/ Excellent from users from all sections (at least 80%) in a register which would be subjected to verification by STPI authority for the purpose of performance evaluation. In case more than 50 % users report 'Poor' rating in a month, a penalty of 10 % of the bill amount shall be applicable for the said month payment.

- 15** STPI reserves the right to cancel or reject all or any of the tender without assigning any reason.
- 16** Any act on the part of the tenderer to influence anybody in the STPI is liable to rejection of his tender.
- 17** Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. **The said uniform and badge shall be provided by the contractor at his own cost.**
- 18** The staff engaged by the contractor shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the STPI. Adequate supervision will be provided to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- 19** The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
- 20** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF, ESI etc. with regard to the personnel engaged by him for sanitation, gardening and housekeeping works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the STPI and to the Labour department.
- 21** The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective authorities. Giving particulars of the employees engaged for the sanitation works, is required to be submitted to the STPI. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, STPI is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement.

Signature and Stamp of the Bidder

- 22 STPI shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
- 23 The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted and STPI shall ensure that the contractor complies with the provisions.
- 24 The contractor shall ensure that all personnel deployed will observe six-day in a week and as per the time schedule provisioned by STPI-Noida. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the STPI. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the STPI, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- 25 All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 26 The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them and shall not knowingly lend to any person or company any of the effects of the Department under its control.
- 27 The sanitation staff engaged by the contractor shall not accept any gratitude or reward in any shape.
- 28 The contractor shall be responsible to maintain all property and equipment of STPI entrusted to it. Any damage or loss caused by contractor's persons to STPI in whatever shape would be recovered from the contractor.
- 29 The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. STPI shall have right to have any person moved/relocate in case of staff/visitor complaints or as decided by representative of STPI if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
- 30 In the event of any loss occasioned to STPI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by STPI, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of Centre will be final and binding on the contractor.
- 31 The STPI may direct the contractor, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to STPI.
- 32 The contractor will deploy supervisors as per the need given by STPI. The supervisor shall be required to work as per the instructions of STPI.
- 33 The contractor shall ensure that its personnel shall not at any time, without the consent of in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by and shall not disclose to any information about the affairs of STPI. This clause does not apply to the information, which becomes public knowledge.
- 34 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

Signature and Stamp of the Bidder

35 Force Majeure:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

- 36** The contractor shall deploy his personnel only after obtaining the STPI approval duly submitting curriculum vitae (CV) of these personnel, shall be informed at least one week in advance and contractor shall be required to obtain 's approval for all such changes along with their CVs.
- 37** "NOTICE TO PROCEED" means the notice issued by the STPI to the contractor communicating the date on which the work/services under the contract are to be commenced.
- 38** The contract period shall be twelve months from the date of the commencement (as mentioned in Notice to Proceed).
- 39** During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the STPI shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 40** In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the STPI may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by from the contractor.
- 41** If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the STPI, such money shall be deemed to be payable by the contractor to the STPI within seven days. The STPI shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- 42** The contractor shall indemnify and hold harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 43** The contractor shall not employ any person below the age of 18 yrs. and above the age of 50 yrs. Manpower so engaged shall be trained for Sanitation and Housekeeping Services including Pest Control and fire fighting services before joining.
- 44** Only physically fit personnel shall be deployed for duty by the contractor.
- 45** The contractor shall ensure that the Sanitation/Housekeeping staff shall not take part in any staff union and association activities.
- 46** STPI shall not be responsible for providing residential accommodation to any of the personnel of the contractor.

Signature and Stamp of the Bidder

- 47 STPI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. STPI does not recognize any employee employer relationship with any of the workers of the contractor.
- 48 If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the STPI from the contractor.
- 49 If any underpayment is discovered, the amount shall be duly paid to the contractor by the STPI.
- 50 The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by STPI.
- 51 The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month. Contractor shall submit PF/ESI statement every six month to their personnel and STPI.
- 52 The contractor shall disburse the wages to its staff deployed in every month through ECS or by Cheque in the presence of representative of STPI.

53 Obligation of Contractor:

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

54 Dispute Resolution:

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties.

However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the DIRECTOR, STPI NOIDA.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions.

During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

55 Jurisdiction of Court:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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EMD FORWARDING LETTER

To	From (Name & Address of the Bidder)
Director,	
Software Technology Parks of India	-----
Ganga Software Technology Complex	-----
Sector 29, Noida.	-----

Sub: Bid Security / Earnest Money Deposit security for Tender No. _____

Ref.: Tender Document _____ for _____

Dear Sir,

We, M/s _____, having read and examined in detail the bid document and amendments for “ ”.

We M/s _____ hereby submit EMD/Bid security of Rs. _____ (Rupees _____ only) in the form of NEFT/RTGS. The details are as under:

- a. Name of Issuing Bank:
- b. NEFT/RTGS Reference No / UTR No:
- c. Amount:
- d. Dated:

We M/s _____ having read and understand the clause no. _____ towards forfeit of EMD/Bid security .

Yours sincerely,

Authorized signatory:

Name and title of Signatory:

Name of Firm:

Postal Address:

Signature and Stamp of the Bidder

TECHNICAL BID FORM

1. Cost of tender : Rs. _____

Affix Duty
Attested P.P
Size recent
photograph of the
bidder

2. Due date for submission of tender : _____

3. Opening time and date of tender : _____

4. Names, address of firm/Agency
and Telephone numbers. : _____

5. Registration No. of the Firm/
Agency. : _____

6. Name, Designation, Specimen
Signature, Address
and Telephone No. of
Authorized person of Firm/
Agency to deal with. : _____

7. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm. Name and
Address and Telephone No
of Directors/partners should
specified. : _____

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8. (a) Profile of Agency : _____
 (Attach brochure etc. _____
 of the company, _____
 if applicable)
- (b) Total number of regular : _____
 staff employed _____
 by the agency
1. PAN No. : _____
2. Provident Fund Account No. : _____
3. ESI Number : _____
4. Licence number under : _____
 Contract Labour (R&A) Act.
5. Any other information : _____

 Signature & Seal of bidder

Signature and Stamp of the Bidder

DETAILED WORK SPECIFICATION AND SCOPE OF WORK

The Contractor shall provide Sanitation, Gardening and Housekeeping Services **including pest control service for sub centre location of Software Technology Parks of India (STPI), Noida located at Uttar-Pradesh region (Lucknow, Prayagraj, Kanpur, Uttarakhand region (Dehradun)), Jammu & Kashmir region (Jammu, Srinagar), Punjab & Himachal Pradesh (Mohali, Shimla), Rajasthan region (Jaipur, Jodhpur & Bhiwadi), Madhya Pradesh region (Bhopal, Indore & Gwalior) and Chattisgarh region (Bhilai)** for a period of one year. The interested bidder can bid for one region or for multiple regions also as per their choice. The contractor shall ensure hygienic atmosphere and clean environment in the STPI premises.

1. Approximate Area of the premises of STPI offices :

The details of approximate area for which **Sanitation, Gardening and Housekeeping Services including Pest Control** are required to be provided is given Annexure –III b. The area given in the Annexure III b are in approximation and may increase or decrease as per the actual requirement of the STPI respective centre. However, the bidders are advised to visit and acquaint themselves with the area & operational system.

2. Duties And Responsibilities of the Bidder :

	Work Descriptions	
	Sanitation	Schedule
2.1	Sweeping, Cleaning and mopping of entire office premises with cloth soaked in water and disinfectant i.e. all the covered area including all rooms, corridors, stair-case and open area including roads, lawns, paved areas and terrace. including overhead water tanks, if any	Daily (8:30 AM And 4:30 PM)
2.2	Sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, room fresheners, etc. to maintain hygienic atmosphere.	Daily (Two Times)
2.3	Cleaning, Dusting of vertical finishes (walls) Roof and False ceilings, Glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminium grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, etc.	Daily
2.4	Washing and cleaning and maintenance of Indoor and Outdoor decorative plants, artificial plants, flower pots, cleaning and maintenance of lawns.	Daily
2.5	Emergency plumbing works pertaining to water supply, distribution and checking of leakages and replacement of leaking taps, etc. In this regard, charges of the spare parts shall be borne by STPI-Noida.	As required
2.6	Cleaning and maintenance of all the drains within the compound of the organisation	Daily
2.7	Cleaning of dustbins and removal/disposal of collected garbage to an approved location.	Daily (Evening)
2.8	Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, etc. with dusting or wet mopping or vacuum cleaning.	Daily

2.9	Cleaning of all lighting, indoor as well as outdoor, and electrical fixtures.	Fortnightly
2.10	Cleaning of drinking water coolers, water filters, Desert coolers, etc.	Fortnightly
2.11	Cleaning of fire-fighting equipments, CCTV and public address systems, etc.	Fortnightly
2.12	Cleaning of all miscellaneous equipments as available or being provided from time to time	Daily
2.13	Scrubbing, cleaning, polishing and washing of all floor area on every Saturday of the month.	Weekly (Saturday)
2.14	Vacuum cleaning of all carpet areas, sofas, chairs, blinds, etc	Weekly (Saturday)
2.15	Shampoo cleaning of all chairs and sofa sets, carpets,	Monthly
2.16	Removal of stain on carpets, sofas, chairs, once in 3 months.	Quarterly
2.17	Removal of dust / cleaning of wall mounted / other fans	Daily
2.18	Stain removing from wood works/ wooden walls/ floors/ fixtures/ furniture/ equipments etc. to be carried out once daily on all working days	Daily
2.19	Providing of Infectant, Naphthalene Balls and liquid soap in all toilets & other area(as required) in adequate quantities, spraying of room freshener in Sections/rooms/common areas before beginning of office hours of 9.30 hours.	Daily
2.20	Thorough cleaning, dusting and vacuum cleaning of files, shelves and racks in the record room and other area.	Weekly
2.21	Removal of beehives and cob webs/honey webs from the office building and its premises.	Fortnightly
2.22	Polishing of brass items with approved brass cleaning material such as Brasso.	Fortnightly
2.23	All other activities relating to housekeeping.	Daily
2.24	Any other provisions as advised by the STPI may be incorporated in the agreement. The same shall also be binding on the contractor.	
	GARDENING	
2.25	Grass cutting, Maintenance / decoration of the Park(s) and office premise as per the direction of the concerned officials of STPI, knowledge of pesticides, seasonal plants and plantation of trees.	Daily
	PEST CONTROL	
2.26	The bidder shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month. The insecticide and pesticide should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, Crawling insects at carpet rooms, rats etc. the insecticide and pesticide sprayed should be of ISI mark and in case the paste control is infective the firm shall have to carry out the operation more than once in a month.	Monthly
2.27	Note : (a) The services would be required as per above schedule including on SATURDAYS except on NATIONAL HOLIDAYS (i.e. 26th Jan, 15th Aug, 2nd Oct,	

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<p>Holi, Diwali and Sundays and any other holidays/public holidays which are mandatory under labour laws.)</p> <p>(b) Apart from the above said jobs, the workman will also attend to any unforeseen jobs as well as exigency work without any extra remuneration</p> <p>(c) Apart from the above said schedule, the activities mentioned in above points need to be carried out as and when required without any extra remuneration and same need to be complied by the bidder.</p>
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Area Details of premises of STPI Offices in Square meter (Sq m) - Annexure III(b)

Sr. No.	Location	Address	Open Area (may include Landscape Area, Garden, Appurtenant Land, Roofs, etc)	Built up Area (may include all Rooms, Cabins, Lobby Area, Staircase Area, Hall Area, Corridor, Pantry Area, Conference Area, Reception Area, Canteen Area, etc)	No of Floors	No of Toilet & Adjacent Area	Average no. of users per Day (includes Office Staff, Unit Representative + Vendors representative, etc)
Uttrakhand							
1	Dehradun	Plot No IT-01,IT Park, Sahastradhara Road, Dehradun, Uttarakhand-248013	4000 Sq m	1018 Sq m	2	Male-4 Female-2	350
		2 Survey Chowk. near Vikas Bhawan Dehradun-248001.	1800 Sq m	279 Sq m	1	Male-3 Female-1	100
Uttar-Pradesh							
1	Lucknow	STP Complex,Near Uptron Building ,Gomti barrage, Gomti Nagar Lucknow-226010(UP).	4047 Sq m	743 Sq m	01 (Three Different Building)	Male-07 Female-04	150
2	Pryagraj	MNNIT Campus , Lucknow Road, Pryagraj : 211004 Uttar Pradesh	6478 Sq m	1226 Sq m.	02 (Two different Building)	Male-08 Female-05	130
3	Kanpur	UPSIDC Complex, A-1/4 Lakhapur, Kanpur-208024	Nil	465 Sq m	1	Male-03 Female-01	10

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Sr. No.	Location	Address	Open Area (may include Landscape Area, Garden, Appurtenant Land, Roofs, etc)	Built up Area (may include all Rooms, Cabins, Lobby Area, Staircase Area, Hall Area, Corridor, Pantry Area, Conference Area, Reception Area, Canteen Area, etc)	No of Floors	No of Toilet & Adjacent Area	Average no. of users per Day (includes Office Staff, Unit Representative + Vendors representative, etc)
Punjab & Himachal Pradesh							
1	Mohali	Plot No.-B-99,Industrial Area, Phase-8,Sector-72,Mohali.Punjab.16 0071	4692.786 Sq m	7194.668 Sq m	7	Male – 8 Female – 8 Handicap- 2	300
2	Shimla	93/1, Near Kamna Devi Temple, Boilgaunj, Shimla-171005(H.P.)	50 Sq m	136 Sq m	3	Male - 1 Female-1	25
		Incubation Centre, Block No. 24, SDA Complex, Kasumpti, Shimla-171009(H.P.).	50 Sq m	317 Sq m	5	Male -3 Female-2	40
Rajasthan							
1	Jaipur	IT21,IT Park EPIP,Sitapura,Jaipur (Raj.)	6850 Sq m	334 Sq m	1	Male - 03 Female - 1	25
2	Jodhpur	Cyber1,Cyber Park,Near Saras Dairy,RHIA,Jodhpur (Raj.)	7000 Sq m	571 Sq m	2	Male – 06 Female – 01	80
3	Bhiwadi	1st Floor, RIICO Office , Unit II, Rest House Road, RIICO Chowk, Bhiwadi	Nil	103 Sq. m	1	Male-01	02

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Sr. No.	Location	Address	Open Area (may include Landscape Area, Garden, Appurtenant Land, Roofs, etc)	Built up Area (may include all Rooms, Cabins, Lobby Area, Staircase Area, Hall Area, Corridor, Pantry Area, Conference Area, Reception Area, Canteen Area, etc)	No of Floors	No of Toilet & Adjacent Area	Average no. of users per Day (includes Office Staff, Unit Representative + Vendors representative, etc)
Madhya Pradesh							
1	Indore	MPSEDC Building, Electronics Complex, Pardeshipura, Indore-452010 (M.P.)	Nil	130 Sq m	1	Male - 1	15
2	Gwalior	Village Ganga Malanpur Morena Link Road Gwalior-474010 (Madhya Pradesh)	892 Sq m	676 Sq m	1	Male-3, Female -2 Handicapped -1	50
3	Bhopal	Plot No.:- C-11, IT Park, Near RGPV, New Jail Road, Gandhinagar, PO. M.L. Nagar, Bhopal- 462038	3398.76 Sq. Mt.	1098.52 Sq. Mt.	3	Male-3, Female -3 Handicapped -1 Suite-1 OIC Chamber-1	50
Chhattisgarh							
1.	Bhilai	Mangal Bhawan, Nehru Nagar (E) Bhilai – 490020 Dist: Durg (C.G.)	780 Sq m	917 Sq m	1	Male – 6 Female – 2	130
			278 Sq m	1641 sq m	1	Male-3 Female-3 Handicapped-2 Comman-5	100
Jammu & Kashmir							
1.	Jammu	E P I P, Kartholi, Bari Brahamna Jammu	92 Sq m	685 Sq m	1	Male – 1, Female – 1	10-20
2.	Srinagar	6-SIDCO Electronics Complex, Old Airport Road, Rangreth, Srinagar	140 Sq m	185 Sq m	1	Male - 2 Female - 1	25-30
3.		Additional Incubation Facility, 6-SIDCO Electronics Complex, Old Airport Road, Rangreth, Srinagar	4100 sq m	750 sq m	2	Male-8 Female-6	80-90

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CHECK-LIST FOR PRE-QUALIFICATION CRITERIA

Sl. No.	Criteria	Compliance (Yes/No)	Type of document to be furnished	Attached at Page number
1.	Bid security / EMD Amount in Rs (Region wise)			
	Region	Amount (In Rs)		
A	Uttar-Pradesh	24,000.00		
B	Uttarakhand	24,000.00		
C	Jammu & Kashmir	46,000.00		
D	Punjab & Himachal Pradesh	40,000.00		
E	Rajasthan	20,000.00		
F	Madhya Pradesh	24,000.00		
G	Chattisgarh	10,000.00		
2.	The Bidder should be a proprietary firm/Partnership firm/Limited Company/Corporate body legally constituted and registered who possess the required licenses.		Copy of relevant certificate(s)	
3.	The Bidder should have at least 3 work orders for each 3 previous years for Sanitation & Housekeeping and Gardening of minimum amount of Rs. 1.50 Lakhs each. Also the Bidder should have at least one Work Order during previous three years for Pest Control. At least one Work Order for Sanitation, Gardening and Housekeeping should be from Central Govt./ State Govt./PSU/Autonomous Bodies during previous three years.			
a	Financial Year : 2015-16	Sanitation		Copy of relevant certificate(s)
		Gardening		
		Housekeeping		
		Pest Control		

b	Financial Year : 2016-17	Sanitation		Copy of relevant certificate(s)	
		Gardening			
		Housekeeping			
		Pest Control			
b	Financial Year : 2017-18	Sanitation		Copy of relevant certificate(s)	
		Gardening			
		Housekeeping			
		Pest Control			
4.	The bidder should have a turnover of minimum amount as per below given details in said services in each of the three financial years (2015-16, 2016-17 and 2017-18)				
	Region Name	Turnover (In Rs.)			
A	Uttar-Pradesh	12,00,000.00		Copy of audited P&L Account and Balance Sheet, ITR along with CA Certified Statement showing Turnover in the respective State.	
B	Uttarakhand	12,00,000.00			
C	Jammu & Kashmir	23,00,000.00			
D	Punjab & Himachal Pradesh	20,00,000.00			
E	Rajasthan	10,00,000.00			
F	Madhya Pradesh	12,00,000.00			
G	Chattisgarh	5,00,000.00			
5	The bidder should have its office in respective regional location for proper coordination with particular STPI-Center. Further the vendor should have its presence in all the strategic locations/regions in order to serve in the required area.			Proof of office address in region wise location specified .	
6	The bidder should not be indulged or no case pending with the police against the Proprietor/Firm/ Partner or the Company (Agency).			Self-Undertaking	
7	The bidder shall have the following Registrations and details of the same be provided in the Technical Bid Form: (a) PF Registration (b) ESI Registration (c) GST Registration (d) Valid Licence issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 90 days of the award of the			a)Self-attested copy of valid Provident Fund Registration number. b) Self-attested copy of valid ESI Registration. c) Self-attested copy	

	work. If the bidder fails to obtain the valid licence within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and STPI NOIDA shall be at liberty to recover losses, if any, from the Security Deposit / EMD of the bidder.		of GST Registration No. d) Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
8	Tender Acceptance Form		Original Annexure-VII on Stamp paper of Rs.100/- (Rupees one hundred only)	
9	PAN card issued by the Income Tax Department with copy of Income-Tax Return of the financial years.		Self attested	

Signature and Stamp of the Bidder

DRAFT AGREEMENT

THIS AGREEMENT is made on the ___ day _____ (Month) _____ (Year) Between the Director _____ (Name and address of the Department) (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing services to the _____ (Name of the Department).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 1. Letter of acceptance of award of contract;
 2. General and Standard Terms and Conditions;
 3. Notice Inviting Tender;
 4. Bill of Quantities;
 5. Detailed Work Specification & Scope of work;
 6. Addendums, if any; and
 7. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Security services w.e.f _____ as per the provisions of this Agreement and the tender document and shall remain in force initially for period of one year.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (Rupees in words).
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

WHEREAS STPI –NOIDA is desirous of signing an Agreement for procuring different type of manpower for its office AND WHEREAS the Agency has offered to provide the above service on the terms and conditions hereunder stated. NOW THEREFORE, BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as follows:-

Obligation on the part of Agency:

1. That the Agency shall provide different type of manpower services to STPI Noida at the consolidated monthly remuneration as per the requirement of STPI Noida . The amount of wages etc. to paid from time to time shall be decided by the STPI Noida. The number of manpower may be increased/ decreased from time to time based on STPI Noida requirement.
2. That the agency shall deploy suitable, qualified and experienced manpower to STPI Noida.
3. That the agency shall disburse wages (together with the payment for Overtime to the eligible employees on pro rata basis based upon the wages) to the manpower deployed in STPI Noida 5th day of each calendar month for preceding month. Any delay in payment of disbursement of wages or non-payment of wages to any person would be sole responsibility and accountability of the agency and there would be no claim in such event against STPI Noida.
4. The agency will submit the bill to the STPI Noida by 5th day of succeeding month along with the other document as per tender like proof of payment of wages and submission of the payments toward EPF, ESI and other statutory payments (if any) etc. in respect of the deployed manpower. A statement

- containing the details of amount deposited with ESI and EPF shall also be submitted alongwith the bill in r/o of the deployed manpower.
5. STPI Noida would settle the bill(s) of the agency by 10th day of each month provided that the agency submits the bills to STPI Noida timely alongwith other requisite documents. However, no interest shall be payable in case of any delay in payment by STPI Noida.
 6. That the Agency shall ensure the satisfactorily police verification of character and antecedents of the manpower so deployed in STPI Noida and they should be medically fit.
 7. The manpower so deployed shall remain under the control and supervision of the Agency and the Agency shall be liable for payment of their wages etc. and all other dues payable under various labour regulations and other statutory provisions in force. The revision of minimum basic wages of employed manpower would be done by the agency as per existing rules of government applicable thereto.
 8. That in case any of the person so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform her/his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Agency, on the order of STPI Noida, shall immediately withdraw such person(s) from the premises of STPI Noida.
 9. That the manpower supplied by the Agency shall be rotated in such a manner as per the instructions of STPI Noida.
 10. The Agency will held be responsible to compensate towards the loss to STPI Noida arising out due to negligence of any of the deployed manpower. The agency may recover the amount of compensation from the concerned manpower.
 11. Agency shall submit the copies of ESIC & EPF registration documents in r/o all the employees deployed by the agency in STPI Noida within one month. The Agency shall also be liable to provide any document / information as desired by STPI Noida at any time.
 12. In the event of relieving of any deployed manpower from STPI Noida due to any reason, the agency will ensure that his/her dues towards salary, EPF, ESIC etc. shall be settled immediately but not later than 30 days from the date of relieving.

Obligation on the part of STPI Noida:

1. STPI Noida shall provide the approximate area and detailed scope of work in written. The present approximate area and detailed scope of work of STPI Noida & it sub centre is enclosed as Annexure-III & III-b.
2. That the deduction of Income Tax/TDS from the bills of the agency will be made by STPI Noida at source under Section 197(C) of the Income Tax Act. STPI Noida will pay the Service Tax to the Agency on total monthly bill amount under Section 65(68) of the Finance act or under the existing rules, as applicable. Agency has to provide the copy of Service Tax number to the STPI –Noida in support of claim of service tax.

Other terms and conditions:

1. That working hours for the manpower to be provided by the agency to STPI Noida shall be from 9:00 hrs. to 17:30 hrs. or as decided by STPI Noida.
2. The persons deployed by the agency shall have no right to claim for employment or payment of wages or any other claim whatsoever against STPI Noida.
3. The persons deployed by the agency in STPI Noida will have no right to claim any compensation on account of any loss/damages arising out during or after working in STPI Noida whatsoever and agency would be responsible and answerable for such claims.
4. In the event of breach of any terms and conditions of the agreement by the agency or if the services of the agency shall not be found satisfactory, STPI Noida reserve the right to terminate the agreement without any notice to the agency. In such case or in the event of breach of any term & condition of the agreement, .STPI Noida reserve the right to encash the bank guarantee submitted by the agency. However agency has to option to exit from the agreement by giving three months notice in writing to STPI Noida.
5. Any dispute or difference between the parties hereto arising out of, form or relating to anything contained in this agreement including any dispute or differences arising out of termination or implementation of the obligations arising there from, shall be referred to the arbitration of sole

Arbitrator appointed by the Director, STPI Noida. The award made by the Arbitrator shall be binding on both the parties hereto. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any status modification or enactment thereto for the time being in force.

6. That the venue/jurisdiction of the Arbitration shall be at Noida.

In WITNESS WHEREOF THE parties hereto signed these presents on the date, month and year written above.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the Director of STPI NOIDA

Signature of the authorized official

Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
_____Name
on behalf of the Contractor in
the presence of:

By the said
_____Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____

Signature and Stamp of the Bidder

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and _____ (Name of the Department) (hereinafter called the “Department”) of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for Security services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least sixty days beyond the expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed. 10. The expressions “the Department”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Witness-2.

Signature _____

TENDER ACCEPTANCE LETTER
To be given on a Stamp Paper of Rs. 100/-

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: STPIN/PUR/QUO/18-19/XX dated MM/DD/YYYY

Name of Tender / Work: -

Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____
_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the respective Government from time to time and shall be fully responsible for any violation.
5. I/We shall provide trained sanitation/housekeeping workers.

Signature and Stamp of the Bidder

6. I/We do hereby undertake that neat and clean environment of your Organisation/Department shall be ensured by our Agency, as well as any other points considered by our Agency. Our Service shall be covered under “Fidelity Bond” through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees in figures & words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
7. We declare and confirm that (i) we have not been Black listed or deregistered by any Central/State government department or Public sector undertaking and non of our works had ever been terminated by client after award of contract during last three years. (ii) No agent, middle man or any intermediary has been or will be engaged to provide any service, or any other item of work related to the award and performance of this contract. We acknowledged the right of the employer, if he finds to the contrary, to declare our tender to be non-compliant and if the contract has been awarded to declare the contract Null and void.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
9. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT OF FINANCIAL BID
(Do not left blank any cell, please write 'NA')
 Monthly Service Charges

Name of the Bidder	
Address	
Name and address of the Proprietor/ Partner / Director with Mobile Number	
Job Description	Sanitation, Gardening and Housekeeping Services including Pest Control as per Annexure –III & III b.

Region Name	*Monthly rate for Open Area per sq meter (in Rs)	*Monthly rate for Covered Area per sq meter (in Rs)	Total in figures (Services Charges per month exclusive of Taxes) C=(A+B)	Taxes, if any	Total Amount (Services Charges per month Inclusive of Taxes) E=(C+D)	Total Amount In Words
	A	B	C	D	E	
Uttar-Pradesh						
Uttarakhand						
Jammu & Kashmir						
Punjab & Himachal Pradesh						
Rajasthan						
Madhya Pradesh						
Chhattisgarh						

*inclusive of Basic, PF, ESI, etc as per minimum wages act applicable in the State and other Service charge as mentioned in Part (B) of this financial bid, may be furnished

The bidder must visit the respective STPI location before submitting the bid as per clause 6 of General Terms & Condition of this Tender Document

Signature and Stamp of the Bidder

A) **Terms & Conditions:**

1. L1 bidder will be evaluated on the basis of service charges quoted in (E) column for each region separately.
2. The Monthly rate per Square meter for open and covered area quoted above would be taken in to account, in case there is increase or decrease in the area as determined by STPI from time to time during the period of contract and for extended contract period of time as agreed upon between STPI and contractor without changing any terms and conditions of the contract..
3. **Service charges INCLUDES all miscellaneous expenses such as supply of all required equipments and consumables (like sanitation material, soap, detergent, phenyl, naphthalene balls, brooms, wiper, mops, etc), wages, leave salary, bonus, uniform and other charges in compliance to this tender document.**
4. The rates should be quoted in Indian rupees. Price to be quoted both in figures and in words.
5. In case of contradiction between amount in figures and amount in words, amounts in words will super cede.
6. All the columns shall be clearly filled in ink legibly or typed. The bidder should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

Signature & Seal of the bidder

Contact Details of STPI offices - Annexure IX

S.n	Location	Contact Person	Contact Numbers	Address
Uttar-Pradesh				
1.	Lucknow	Sh Surya Pattnayak Additional Director	05222307913 9506253333	STP Complex, Near Uptron Building , Gomti barrage, Gomti Nagar Lucknow-226010(UP).
2.	Pryagraj			MNIT Campus , Lucknow Road, Pryagraj : 211004 Uttar Pradesh
3.	Kanpur			UPSIDC Complex, A-1/4 Lakhapur, Kanpur-208024
Uttarakhand				
4.	Dehradun	Sh Maneesh Kumar Deputy Director	01352608003 9997601172	Plot No IT-01, IT Park, Sahastradhara Road, Dehradun, Uttarakhand-248013 2 Survey Chowk. near Vikas Bhawan Dehradun- 248001.
Jammu & Kashmir				
5.	Jammu	Sh Asim Khan Additional Director	01942300381 0990662888	E P I P ,Kartholi,BariBrahamna Jammu
6.	Srinagar			6-SIDCO Electronics Complex, Old Airport Roasd, Rangreth, Srinagar
Punjab & Himachal Pradesh				
7.	Mohali	Sh Ajay Prasaed Srivastava Additional Director	01722237067 09914417457	Plot No.-B-99,Industrial Area, Phase-8,Sector- 72,Mohali.Punjab.160071
8.	Shimla			93/1, Near Kamna Devi Temple, Baluganj, Shimla
				Incubation Centre, Block No. 24, SDA Complex, Kasumpti, Shimla.
Rajasthan				
9.	Jaipur	Sh Avadhesh Kumar Additional Director	01412770635 9810013986	IT21,IT Park EPIP,Sitapura,Jaipur (Raj.)
10.	Jodhpur			Cyber1,Cyber Park,Near Saras Dairy,RHIA,Jodhpur (Raj.)
Madhya Pradesh				
11.	Indore	Sh Ravi Varma Additional Director	07314024440 09893022844	MPSEDC Building, Electronics Complex, Pardeshipura, Indore-452010 (M.P.)
12.	Gwalior			Software Technology Parks Of India Village Ganga malanpur Morena Link Road Gwalior- 474010 Madhya Pradesh
Chattisgarh				
13.	Bhilai	Sh D. N. Behera Joint Director	07884040330 09826144033	Mangal Bhawan, Nehru Nagar (E) Bhilai – 490020 Dist: Durg (C.G.)

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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 enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal 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) Bidder then 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 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” 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 he/she 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 submitted in physical bid to Tender Box at STPI Noida Main Reception, on or before the specified date of bid submission. 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) A standard Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the 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 said file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve 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.

- 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, 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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 Mobile : +91 8826246593 and E-Mail : support-eproc[at]nic[dot]in