

RFP NO.SPIC/2017/37139

REQUEST FOR PROPOSAL FOR

**HOUSE KEEPING AND SECURITY SERVICES FOR THE
RAJIV GANDHI CHANDIGARH TECHNOLOGY PARK
(RGCTP)**

**Society for Promotion of IT in Chandigarh
Entrepreneur Development Centre (EDC) Building, Plot No: 20,
Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh 160101.
Tele : +91 172 2970450; +91 172 2970451.
E-Mail: info@spicindia.com.
Website: www.spicindia.com.**

NOTICE INVITING SHORT TERM TENDER NO.: SPIC/2017/37139 Dated : 08/09/2017

Tenders are invited in the form of **e-Tender as well as sealed hard copy** of the same tender for the following job from reputed organizations having sufficient experience and credentials for providing housekeeping & security services in government organizations.

DESCRIPTION OF WORKS	TENDER PROCESSING FEE	EARNEST MONEY DEPOSIT	START DATE OF TENDER	LAST DATE & TIME OF TENDER SUBMISSION	DATE OF OPENING OF TENDER
Housekeeping & Security Services for RGCTP	₹2,000/- (In the form of DD in favour of SPIC payable at Chandigarh)	₹1,00,000/- (In the form of a DD/BG in favour of SPIC payable at Chandigarh)	08/09/2017	28/09/2017 up to 12:00 PM	28/09/2017 up at 12:30 PM
Pre-Bid meeting, Bid Submission & Opening Venue	Society for Promotion of IT in Chandigarh Entrepreneur Development Centre (EDC) Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh 160101.				

Interested bidders can download the tender document from e---Tendering Site <http://etenders.chd.nic.in/nicgep/app> or Official website of Chandigarh Administration or from SPIC's website <http://www.spicindia.com> and submit the bid with a Demand Draft of ₹2,000/--- (Rupees Two thousand only) in favor of SPIC payable at Chandigarh, as non refundable Tender Processing Fee and ₹1,00,000/--- (Rupees ONE LACS only) in favor of SPIC payable at Chandigarh, as Earnest Money Deposit.

For technical/other terms and conditions queries regarding this tender please contact SPIC Office at **Entrepreneur Development Centre (EDC) Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh 160101** or through e---mail as mentioned below on or before 15/09/2017 upto 05:00 PM:

1. E---Mail ID of SPIC : info@spicindia.com

All queries have to be submitted in writing to SPIC Office, on or before 15/09/2017 upto 05:00 PM: in the format given below on the company letter head.

Sr.	Section no.	Clause no.	Reference/Subject	Clarification Sought

No queries will be entertained after this time frame. If tender committee feels, suitable corrigendum will be uploaded to e---Tendering Site <http://etenders.chd.nic.in/nicgep/app> or Official website of Chandigarh Administration or at SPIC's website www.spicindia.com by 18/09/2017 for the information of all prospective bidders.

Interested bidders may send a request by e---mail at both the email IDs mentioned above for soft copies (in MsWord) of the various formats specified in this Tender Document, However, any undesirable changes made in such formats and submitted in bids will result in rejection of such bids. Canvassing in any form shall be liable for disqualification. SPIC reserves the right to accept or reject any tender/s without assigning any reason thereof.

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REQUEST FOR PROPOSAL
FOR HOUSEKEEPING & SECURITY SERVICES
RFP No. SPIC/ 2017/37139 --- Dated:08/09/2017

This document is the Request for Proposal (RFP) and has to be read in its entirety. The terms and conditions of the RFP encompass all the terms and conditions mentioned in this document and its annexures.

I. INTRODUCTION

The Society for the Promotion of I.T. in Chandigarh (hereinafter referred to as "SPIC") invites proposals from established and reputed professional organisations ("Bidder") for providing Housekeeping services and Security services in Phase I & II of the Rajiv Gandhi Chandigarh Technology Park (Approximately 110 Acres) for period of two years. However, on expiration, contract can be extended for another period of one year on the same terms and conditions, subject to satisfactory performance of the contractor and on the basis of the feedback received from the users.

Only reputed organisations meeting the eligibility conditions mentioned in this RFP are eligible for submitting the proposal.

II. DEFINITIONS

- a) "Acceptance of bid" shall mean the written communication issued by SPIC notifying the bidder that his bid has been accepted for award of contract.
- b) "Bidder" shall mean the organisation which submits a proposal in response to this RFP as per the eligibility & other terms & conditions mentioned therein;
- c) "Committee" shall mean the Committee formed by SPIC to scrutinize and evaluate the bids received and award the contract.
- d) "Contract" shall mean the agreement entered into between SPIC and Contractor for providing the services and includes all attachments and appendices thereto and all documents incorporated by reference therein;
- e) "Contractor" shall mean the Bidder whose bid has been accepted by the SPIC and the contract has been signed with him and shall include the contractor's employees, legal representatives, successors and permitted assigns;
- f) "Date of Contract" shall mean the date on which the contract has been signed by both parties.
- g) The terms "Equipment", "Stores", "Materials" & "consumables" shall mean and include equipment, stores, materials & consumables to be provided by the Contractor / SPIC under the Contract for execution of the required services

- h) “Officer---in---charge” shall mean the SPIC officer designated as so for the respective premises
- i) “Premises” shall mean the areas therein of the RGCTP as per the details below:
- a) RGCTP --- All areas in Phase I & Phase II of the Rajiv Gandhi Chandigarh Technology Park excluding the buildings / compounds of the companies whose operations / construction works have started. The areas where the services will need to be provided include roads, pavements, footpaths, manholes, drains, green areas, parking and other open areas in Phase I & Phase II (Approx. 110 acres).
- j) “House Keeping” shall mean House Keeping of the “Premises” as per the statement of work in Annexure ‘A’ and as defined in other places of this RFP. These services may need to be provided in single shift as per the directions of SPIC. It includes sweeping of roads, pavements, footpaths, manholes, drainages, green areas, parking and other open areas in Phase I & Phase II (Approx. 110 acres).
- k) “Security Services” shall mean providing security services of the “Premises” as per the statement of work in Annexure ‘A’ and as defined in other places of this RFP. By deployment of Security Guards at designated places in the premises. The above services may need to be provided in shifts as per the directions of SPIC. The manpower required and the location for its deployment will be specified by SPIC. Details of the services to be provided are as per Annexure ‘A’.
- l) “Sub---Contractor” shall mean the person named in the Contract for any part of the contract or any person to whom any part of the Contract has been sublet by the Contractor with the written consent of SPIC.

III. BIDDER’S BASIC ELIGIBILITY CRITERIA

1. The bidder should be a sole---proprietor or a partnership firm or a society or a company registered / incorporated in India.
2. The bidder should have minimum five years experience and proven capabilities in the field of providing the services anywhere in India. Bidders having existing operations in the tricity comprising of Chandigarh, Mohali & Panchkula would be preferred.
3. Annual turnover of the bidder during the last 3 years should be a minimum of Rs.1 crore per annum on an average basis.
4. The bidder should have proven capabilities for providing these services in at least three reputed organisations / educational institutions / IT companies.
5. The bidder should submit all the documents mentioned in Section IV of this tender.
6. Bidder should submit an undertaking on the following:
 - a. That he has no pending litigation with Chandigarh Administration
 - b. That the bidder has never filed for bankruptcy
 - c. The bidder was never found guilty of any violation of statutory compliance by any regulator agency in India in the last three years
 - d. The bidder has not been blacklisted by a Government Department/ Board/ Corporation/ Public Sector Undertaking etc.

IV. THE BIDDING PROCESS / GUIDELINES

The details regarding submission of the proposal and all other terms and conditions are mentioned in the following sections of this document and the address for communication is as given on the cover page.

The bid would comprise of three parts –

- i) The Technical Bid
- ii) Earnest Money
- iii) The Commercial Bid.

The three parts should be submitted in separate envelop covers marked accordingly. Both the bids should be submitted in three sets each (one original and two copies marked accordingly on the envelope). Earnest money deposit Demand Draft should be placed in envelope marked as “Earnest Money Deposit”. All the 7 envelopes should be sent in a common cover marked as “Proposal for providing Housekeeping & Security Services in response to RFP No.....”.

For the purpose of awarding the contract, a Committee will be formed and a two---stage evaluation process will be followed.

In the first stage, only the ‘Technical Bids’ of the bidders who have given the earnest money DD will be opened and evaluated for eligibility. Those respondents who are found eligible based on the specified basic eligibility criteria would be called for making a detailed presentation before the designated officials of SPIC. After presentations, marks will be awarded to the parties based on the details mentioned in this RFP.

In the second stage, the Commercial Bids of only those respondents, who have obtained minimum 50% marks in the first stage will be opened. The commercial bids will be evaluated and ranked based on the amount quoted by the bidder as per annexure B.

The documents / information required in the two bids should be as per the details mentioned in the following section.

a) Technical bid:

- i) The technical bid shall be accompanied by an Earnest money deposit of Rs 5,000/- -- and the non refundable tender processing Fee (Rs 2000/---) by way of a demand draft in favour of SPIC payable at Chandigarh. The earnest money shall be forfeited in case the bidder provides any false information or fails to appear for negotiations or fails to enter into an agreement with SPIC within the specified time after award of work. The Earnest money deposit shall be refunded to the bidders within 45 days of award of the contract.
- ii) The respondents to this RFP must provide the following information in the Technical Bid supported with the relevant documentation ---
 - Name of the organization and complete address including branches
 - Brief description of the organization and its history, including its organization structure and the number of employees

- Status of the firm: Proprietor /Partnership/ Registered Company/ Co---op. Society and date of registration alongwith the relevant registration / incorporation certificates
 - Number of years of operations
 - Average turnover of the company in the last 3 years
 - Number of branches in India and in tri---city
 - Bankers and their address
 - Copy of the PAN card, Service tax registration and VAT registration for Chandigarh
 - Reference list of major clients where similar services are being provided over the last 3 years giving nature & scope of services, method & technology, equipments used, manpower deployed, square feet area & any other relevant details. The value of each of the three contracts should not be less than Rs 25 Lacs per annum.
 - Financial statements for the last 3 years, duly certified by a chartered accountant.
 - Proof of ESI & PF registration
 - List of employees with qualifications & experience retained by the firm as resource persons.
- iii) Operations plan: The respondents shall submit an operations plan for executing the contract. The brief details in the plan should cover the following aspects:
- Manpower planned to be deployed for the services
 - Method & technology to be used for provision of the services
 - Work / task schedule giving the statement of work based on this RFP and additional tasks, if any, based on the bidder's understanding of the tasks required for satisfactory provision of the services
 - List of tools/ equipment / cleaning material / consumables (like brooms, vehicles, cleaning machines, trolleys etc) planned to be used for providing the services. At least two brands of all the tools / equipment / consumables to be specified in the technical bid.
 - Quality Control mechanism for the services
 - Plan for compliance with the relevant Government rules / regulations including those for waste disposal / pollution control etc.

The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further even though it may be fulfilling the other relevant terms / conditions / criteria.

b) Commercial bid:

The bidders shall provide their commercial bid in the format as per Annexure B.

c) Procedure for evaluation of proposals in response to RFP

The bidders not meeting the eligibility criteria or the bids which are not accompanied by the Earnest money / RFP document price or the specified information / documents requested to be part of the technical bid of the RFP may be summarily rejected by the Committee and no further evaluation of the rejected bids will be carried out. The balance (eligible) offers will be rated as per the marks obtained based on following criteria:

TECHNICAL BID CRITERIA	Details	Marks	Details	Marks	Details	Marks
No of years of operations	5---7 years	8	>7---12 years	15	>12 years	25
Average turnover of the company in the last 3 years	Rs 1 to 3 Cr	8	>Rs 3 Cr <Rs 6 Cr	15	>Rs 6 Cr	25
No of branches in India	<5	8	5---10	15	>10	20
No of branches in the tri---city	2 or less	5	3---5	9	>5	15
Operations plan	Average	5	Good	9	Excellent	15

Commercial offers of only those respondents who obtain minimum 50% marks based on the above criteria will be opened for further processing. In case the commercial bid does not contain the required information in the prescribed format (Annexure B), same may be rejected by the Committee.

The commercial bids will be ranked and the Committee may award the contract to the lowest bidder after considering other factors as it deems necessary.

In case there is a tie for the first ranking, the Committee shall have the discretion to negotiate with any of the first bidders to obtain the best terms and award the contract accordingly. In case there is still at tie after the negotiations, the Committee will award the contract at its own discretion to any of the first bidders based on reasons to be recorded in writing considering the factors related to service / cost to the end users and SPIC.

Award of the contract resulting from this RFP will be based upon the most responsive contractor whose offer will be the most advantageous to SPIC / end users / occupants in terms of the criteria mentioned in this RFP.

The Committee reserves the absolute right to reject the response/proposal if it is not in accordance with the requirements of the RFP and no correspondence will be entertained by Committee / SPIC in the matter. The bid is liable to be rejected, inter---alia, if,

- a. It is not in conformity with the instructions mentioned in this RFP document;
- b. It is not properly/duly signed;
- c. It is received through fax, telex or telegram;
- d. It is received after expiry of the due date and time;
- e. It is incomplete, including non---furnishing of the required documents;
- f. It is evasive or conditional or contains incorrect information.
- g. There is canvassing of any kind.

There is no obligation on the part of SPIC / the Committee to communicate / correspond with the rejected bidders.

The Committee further reserves the right to:

- Reject any or all offers and discontinue this bidding process without obligation or liability to any potential contractor,
- Accept other than the highest ranked offer,
- Accept a bid on the basis of initial offers received, without discussions

- Request for best and final offers, and
- Award more than one contract
- Negotiate with the successful bidder to achieve better commercial terms / other terms / scope of services etc.

d) Tentative time schedule:

RFP upload	
Pre---bid meeting with prospective bidders for clarifications	
Amendments to the RFP based on the clarifications	
Last date of submission of bids by bidders	
Opening of technical bids	

In case any of the above dates is declared as a holiday the activity will be performed on the next day.

The bidder or his representative present at the time of opening of the technical bid / commercial bid shall present all the relevant original certificates / documents / authority letter when called upon to do so.

e) Contact details for clarifications:

Any questions / clarifications regarding the RFP / terms and conditions etc at any stage must be addressed to:

Name	Centre Head, SPIC
Address	SPIC, EDC BUILDING ; Plot No 20; RGCTP; Chandigarh.
Phone	0172---2970450
Fax	0172---2970451
Email	info@spicindia.com

V. STATEMENT OF WORK & DELIVERABLES

The detailed statement of work & deliverables for providing the services is as per Annexure 'A' and as per other terms / guidelines mentioned at other places in the RFP. The technical / commercial bid should be made only after going through the statement of work in detail.

VI. GENERAL GUIDELINES

- a) The Committee may call for any clarifications/ additional particulars / supporting documents required, if necessary, on the technical/ commercial bids submitted. The respondents have to submit the clarifications/ additional particulars/ documents in writing within the date and time specified for the same. The respondent's offer may be disqualified if the clarifications/ additional particulars / documents sought are not submitted within the specified date and time.
- b) The respondents must organize the proposal in accordance with the guidelines specified in the RFP document. The respondents must ensure that they acquaint themselves fully with the terms & conditions of the proposal. No plea of insufficient information will be entertained at any time. In this connection, the bidders are requested to visit the site to

see the “premises” so that they have all the details regarding the “premises” before they bid for the license.

- c) The respondent shall submit the Bids properly filed or bound so that the papers are not loose.
- d) All the relevant pages of the bids (except literatures, datasheets and brochures) are to be numbered and signed by the authorised signatory of the respondents. The number should be a unique running serial number across the entire document.
- e) The respondent will submit an undertaking specifying that they have obtained or will be in a position to obtain all necessary statutory and obligatory permissions, if any, required to carry out the contract.
- f) Each respondent is permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
- g) The cost of bidding and submission of the bids is the responsibility of the respondents, regardless of the conduct or outcome of the RFP process.
- h) The response to the RFP should be delivered as mentioned in the Bid schedule. Bids may be sent by registered post / courier or by hand delivery, so as to be received at the given address. Receipt of the bids shall be closed as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by SPIC under any circumstances. SPIC will not accept bids delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed bids sent by any other means.
- i) The bid should be signed by the bidder or any person duly authorised to bind the bidder to the contract. The signatory should give a declaration and authenticated documentary evidence establishing that he/she is empowered to sign the documents and bind the bidder.
- j) The bid should contain no interlineations, erasures or over---writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- k) Failure to furnish all information required by the RFP Documents or submission of a bid not substantially responsive to the RFP Documents in every respect will be at the Bidder’s risk and may result in rejection of the bid.
- l) The Committee may at its discretion abandon the process of the selection of the contractor at anytime before notification of the award. SPIC reserves the right to pre---pone or post---pone the pre---bid conference date. However, bidders will be informed the date of pre---bid conference in advance to submit their queries to SPIC seeking clarification.
- m) The bidders may note that no information is to be furnished to SPIC through e---mail except when specifically requested and such queries are to be confirmed in writing.
- n) The bidders or their authorised representatives may be present at the time of the opening of the technical / commercial bid. Only two persons per bidder will be allowed to be present at the time of the opening of the bids. No bid shall be rejected at bid opening stage except for bids received late. The bids will be opened in the presence of the authorised representatives of the bidders. However, the representative(s) of the bidder have to produce an authorisation letter from the bidder allowing them to represent the bidder at the time of opening of the Technical/Commercial Bids. In case the bidder’s representative is not present at the time of opening of bids, the bids may still be opened at the scheduled time at the sole discretion of the Committee.

- o) A declaration has to be given by the bidder stating that "No relative of the bidder is working in SPIC". If anyone working in SPIC is related to the bidders, the name, designation and the department where the person is posted may be given.
- p) The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.
- q) The Bids shall be addressed and submitted to:

Chief Executive Officer, SPIC
Society for Promotion of IT in Chandigarh
Entrepreneur Development Centre (EDC) Building, Plot No: 20,
Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh 160101.

- r) The respondents who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in this RFP. If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.
- s) The rates should be quoted by the contractor including all the liabilities, taxes, allowances (to be paid by the contractor to the employees such as DA, PF, Bonus, Leave , Medical, ESI, Conveyance, Weekly rest etc.) loading, unloading and carriage of material. SPIC shall not be responsible for any sort of liability over and above the rates accepted by SPIC for this work.
- t) All bids and supporting documentation shall be submitted in English.
- u) The Bids will be treated as valid for a period of 180 days from the closing date for submission of the bid.
- v) Arithmetic errors in bids will be treated as follows: (i) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and (ii) where there is a discrepancy between the break up of the quoted amounts and the total quoted amount, the break up amount will govern, unless, in the opinion of the Committee, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- w) It may be noted that no binding legal relationship will exist between any of the respondents of this RFP and SPIC, until the execution of the contract.
- x) Amendments to the RFP document
 - a) All amendments to the RFP Document may be issued by SPIC for any reason, whether at its own initiative or in response to a clarification requested by a prospective respondent, prior to the deadline for the submission of bids, which will be placed on the SPIC website.
 - b) The amendments so placed on SPIC's website will be binding on all the respondents. From the date of issue, amendments to the RFP Document shall be deemed to form an integral part of the RFP. Further, in order to provide, prospective respondents, reasonable time to take the amendment into account in preparing their bid, SPIC/ the Committee may, at its discretion extend the deadline for submission of bids.

VII. TERMS & CONDITIONS

1. The contract will be for a period of 36 months commencing from the date of award of the contract subject to the condition that SPIC reserves the right to terminate the services of the contractor at any point of time without assigning any reasons after giving a notice of 15 days to the party to enable it to wind up its operations and remove its equipment / articles / stores from the "premises". In the event of such termination,

the contractor will be paid as per the bill based on the actual deployment of manpower based on the attendance records.

2. However, the contract shall need to be renewed annually subject to satisfactory performance of the contractor and on the basis of the feedback received from the users.
3. The contractor shall be required to furnish a bank guarantee from a scheduled bank in favour of SPIC on the proforma provided by SPIC immediately after signing of the contract. The amount of bank guarantee shall be 10% of the approximate annual value of the contract. The period of validity of the bank guarantee shall be 6 months beyond the date of expiry of the contract. No payment shall be released till the bank guarantee is submitted to SPIC.
4. The bank guarantee shall be encashed in case the contractor consistently fails to perform the duties to the satisfaction of SPIC.
5. In the event of termination / expiry of the contract, the contractor shall cease to have any right to enter the "premises" as per the relevant notice and shall vacate the "premises" of the articles / items / equipments etc and repair / make good any damage incurred due to such removal of articles / items / equipments or any other damage caused due to the usage of the "premises" by the contractor or any other cause. The contractor shall ensure proper repair of the "premises" and equipments/ articles, if any, issued to him in the course of performance of the contract to make sure that it is in the same state in which it was originally issued to the contractor. However, at the sole discretion of SPIC, the contractor may be asked to pay a suitable sum which may suffice to ensure proper repair of the "premises" / articles / items / equipment to bring it to the state mentioned above.
6. The respondent who is awarded the contract for services shall not use the name of SPIC without their prior written permission to advertise/promote itself in any manner whatsoever or use the name of SPIC for any credit arrangement.
7. The bills for the services as determined and provided for in the contract shall be paid by SPIC for each calendar month within the first fifteen days of the commencement of the following month. Statutory deductions including income tax may be made from the payments.
8. The timing, shifts and the number of manpower to be deployed at the "premises" for providing the services shall be as determined by SPIC from time to time and the billing for the services will be as per the actual deployment verified by the attendance records.
9. No cleaning material / equipment / ladders / scaffoldings / safety gadgets for providing the services shall be issued by SPIC. The contractor shall be responsible for arranging all the material / equipment required for providing the services.
10. SPIC will not provide consumables like towels, toilet soap & toilet roll/paper, handwash etc to the contractor and the contractor will procure and place all these consumables in the toilets as and when required.
11. The contractor will ensure that he has adequate inventory of cleaning material / consumables / equipment at all times so that there is no delay in provision of the services / repairs etc due non-availability of spares / consumables.
12. The contractor shall ensure that the material / chemicals used shall be approved by the relevant authority and should be of adequate standard and from a reputed brand / manufacturer.
13. All equipment should be available in serviceable condition at all times in adequate quantities.
14. SPIC reserves the right to direct the contractor to change the material / equipment being used by him for execution of the services.

15. The contractor shall maintain a proper schedule as well as record / quality management forms / work register with the approval of SPIC and all stationery / photocopying / telephone calls etc shall be arranged by the contractor at his own cost.
16. Cleaning Equipment like Dry/Wet vacuum, high power cleaner, Flippers etc required for satisfactory provision of the services shall be provided by the contractor as agreed in the contract.
17. The contractor shall supply all the tools/plants, to be used for repair work to his manpower.
18. In case the contractor fails to provide the requisite manpower as per agreed terms, penalty shall be imposed and deducted from the subsequent bill at the rate of double of the wages paid by SPIC for the purpose. In case the contractor does not perform any of the duties directed, SPIC may get the work executed through some other agency at the contractor's cost & risk and impose such penalty / on the contractor as it may deem fit.
19. The inspection or checking by the authorized representative of SPIC shall be made to ensure the effective carrying out of the work assigned and if any shortcoming is found, suitable deduction from the payment of the contractor shall be made. For checking, the performance of the contractor will be judged on 10% of the samples of related works checked and accordingly pro rata deduction shall be made from the entire amount payable to him. A 10% sample check and its outcome shall reflect and shall be taken to assess 100% performance and shortcoming thereof by the contractor while executing the contract on day to day basis.
20. Contractor shall attend to emergency works whether within or outside the office hours promptly at no additional cost. The contractor shall provide after office hours telephone numbers / mobile numbers of responsible persons to be contacted during emergency or for urgent works.
21. Nothing extra shall be paid due to loss / damages caused by rain, flood war, epidemic, strike or any other natural calamity.
22. No claim of lowering of level of services on account of paucity of funds, change in priority or any other causes what so ever shall be entertained and the contractor will have no right to go for arbitration / legal proceedings in the court in this regard.
23. The quality of services shall be of the highest standard and any laxity / lowering whatsoever may result in imposition of suitable penalties / deductions from the bill of the contractor.
24. In case of any disease, disability, discomfort etc caused to the occupants of the premises due to any of the activities performed/ equipment / stores / consumables / spares etc used by the contractor, the contractor shall be solely and completely responsible for all losses, claims etc from the affected / other parties consequent upon the disease, disability, discomfort etc.
25. The contractor shall not use the space provided for stocking or keeping goods/articles / equipments other than those needed for use in providing the services nor shall he do any structural additions & alterations to the "premises" or put any signages without written sanction of SPIC. The Licensee shall not stock any hazardous material within the said "premises".
26. The contractor's personnel shall maintain the decorum of the place as per the directions given by the Officer---in---charge of the "premises" and any lapse on this part shall be viewed seriously and suitable action will be taken.
27. The contractor shall arrange for insurance of his equipment, manpower, stores / third party etc by way of a suitable insurance policy at his own cost and SPIC will not be responsible for any loss / damage, either direct or indirect caused to its employees /

- customers / property etc due to any accident / mishap / fire / natural calamities / war etc at the “premises” during or after the operational hours.
28. The contractor shall make good all losses / damages caused directly or indirectly by the contractor or his staff to any part of the “premises” due to negligence / theft or any other act. Value of the loss / damage and the manner of recovery shall be ascertained / decided by SPIC.
 29. The contractor shall be required to sign the contract agreement within 15 days of the intimation of the acceptance of bid to him or within such extended period as may be given by SPIC.
 30. The start date for the services will be as determined by SPIC and the contractor shall ensure availability of manpower / resources within 15 days of signing of the contract. Failure on the contractor’s part to do so may result in invalidation of the contract and / or forfeiture of the earnest money deposited by him. In such a condition, the Committee shall have the right to award the contract to the next ranked bidder.
 31. The contractor shall be required to get the requisite Labour License for the persons deployed for the requisite work from the concerned department. A copy of this shall have to be submitted to SPIC as and when demanded. No payment shall be released in the absence of this document.
 32. The contractor shall furnish to SPIC the police verification of labour / manpower supplied by him.
 33. The contractor shall be responsible for paying at least the minimum wages to the manpower deployed / detailed for performance of the services as specified by the Govt. from time to time .The contractor shall deduct PF, ESI & other statutory deductions in respect of each worker (deployed by him) as per the instructions of Govt. Of India/Chandigarh Administration. The contractor will be fully responsible to deposit all the funds with the concerned authorities well within the specified dates. SPIC will not be responsible for any matter on this account.
 34. The manpower deployed by the contractor shall be reasonably qualified and wear a neat, clean and proper uniform (issued to them by the contractor and approved by SPIC) and safety gear and should be well dressed during the duty hours. Minimum qualifications are as per the details given in Annexure A.
 35. The contractor shall initiate and maintain safety management programme to protect its employees from hazards through procedures, practices, safety gears / clothing and regular inspection of the premises and provide training to its staff as and when required.
 36. The contractor shall also issue proper laminated photo identity cards to his worker deployed for providing the services, who shall permanently display their identity cards while on duty. The identity cards or the list of persons need to be signed by designated officials of SPIC.
 37. Employment of child labour is strictly prohibited under law and the contractor will not employ any such labour for providing the services.
 38. Discipline, proper health and welfare of the manpower shall be the responsibility of the contractor and any indiscipline/misconduct on the part of the deployed workers shall be promptly attended to by the contractor. On the direction of SPIC the contractor shall replace the employee(s) deployed for provision of the services within 8 working hours of such direction.
 39. The contractor shall keep a complaint / suggestion book duly page numbered for enabling the users to lodge any complaint/suggestion regarding the services. The SPIC authorities may inspect the complaint book from time to time and issue instructions to

- rectify the issues to contractor who will have to submit his compliance report to SPIC within the specified time.
40. The contractor will provide a list of employees from time to time along with their qualification/experience, present and permanent address.
 41. In case the contractor's employee suffers from any type of injury / accident while performing duty or otherwise in the "premises", the contractor shall be wholly and solely responsible to bear any claim / expenses related to such injury / accident of the employee. SPIC shall not be responsible on any account in this regard.
 42. The contractor shall abide by all laws, rules/regulations and other instructions issued by the Government of India/ Chandigarh Administration from time to time related to labour and other laws.
 43. The contractor shall be fully responsible to dispose of solid / other waste / garbage as per law / rules prevalent from time to time.
 44. If any information furnished by the contractor is found to be false at any stage, the contract may be terminated as per the terms of this contract and the bank guarantee submitted by the contractor may be encashed by SPIC. In case there is any loss suffered or cost incurred by SPIC on account of such termination, same shall be recovered from the contractor in any manner desired by SPIC.
 45. Experienced supervisors of the contractor shall monitor the quality of service / staff deployed at all times.
 46. The contractor to whom the contract is awarded shall be liable for payment of all taxes, duty charges, salaries, other statutory and non---statutory payments etc. The contractor shall be liable to follow all laws, rules and regulations prescribed and laid down by the Govt./Statutory Authorities/Local bodies under any law/rules and regulation as applicable in this case and shall keep SPIC free from any penalty or prosecution which may arise on account of any lapse or violation on the part of the contractor or their manpower.
 47. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the bidder / Contractor or his partner, agents, officers, Director, employee or servant or any one of his representative on their behalf in relation to the obtaining or to the execution of this or any other Contract with the SPIC, shall in addition to any criminal liability which it may incur, subject the bidder / Contractor to the rejection of the bid and cancellation of this and all other Contracts and also to payment of any loss or damage to the SPIC resulting from any cancellation. SPIC shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract or from any deposit withheld by the SPIC.
 48. SPIC and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any bidder respondent / person acting on or refraining from acting on because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of SPIC and / or any of its officers or employees.
 49. The respondent who is selected for rendering the services as envisaged by the RFP, shall be required to sign a contract with SPIC which would include all the services to be extended and terms and conditions thereof as detailed herein and as may be prescribed by SPIC. The contract may contain terms and conditions not mentioned in this RFP and a Non---Disclosure Agreement (NDA), the pro forma of which shall be given by SPIC.
 50. The above specified agreements should be executed within 15 days from the date of acceptance of bid issued by SPIC based on either the offer by the party or the terms and conditions finally negotiated with the successful bidder.

51. The acceptance of the bid will be communicated in writing at the address supplied by the bidder/respondent in the RFP response. Any change of address of the bidder/respondent, should, therefore, be promptly notified in writing to The Centre Manager, SPIC – Centre of Excellence, **Entrepreneur Development Centre (EDC) Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh 160101.**
52. The contractor shall indicate the authorised signatories who can discuss and correspond with SPIC, with regard to the obligations under the contract. The contractor shall submit at the time of signing the contract, a NDA, a letter on his letter head specifying the official(s) of its organisation who have the authority to discuss as well as sign the agreements / contracts with SPIC. The contractor shall furnish proof of signature identification for the above purposes as required by SPIC.
53. The contractor shall be the principal employer of the employees, agents, contractors, sub---contractors etc., engaged by them and shall be vicariously liable for all their acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by them for any task under the contract.
54. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the contractor shall be paid by them alone and SPIC shall not have any direct or indirect liability obligation, to pay any charges, claims or wages of any of the contractor's employees, agents, contractors, subcontractors etc.
55. The contractor shall agree to hold SPIC and its successors, assigns and administrators fully indemnified and harmless against any loss or liability, claims, actions or proceedings, if any, that may arise of whatsoever nature caused to SPIC through the action of its employees, agents, contractors, subcontractors etc.
56. The rights granted under the contract may not be sold, leased, assigned or otherwise transferred, in whole or in part, by the selected respondent and any such attempted sale, license, assignment or otherwise transfer shall be void and of no effect unless done with the prior written consent of SPIC.
57. The selected respondent shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of them under the contract without the prior written consent of SPIC.
- 58. The Contractor will provide wages as per prevailing DC Rates to House-keeping & Security Staffs and will comply will all statutory requirements.**
- 59. No other amount would be applicable apart from DC Rate and mandatory statutory payments.**
- 60. The contractor will provide all the details of monthly statutory payments as well as salary disbursement to the staff.**
61. Any notice given by one party to the other pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by and delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgement thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.
62. The responses and any contract resulting there from shall be governed by and construed according to the Indian Laws. All dispute or differences whatsoever arising between the contractor and SPIC out of or in relation to the construction, meaning and operation or effect of the contract or breach thereof shall be settled as per the terms of this contract. However, if the parties are not able to resolve any dispute or difference aforementioned amicably, the dispute / difference shall be referred to arbitration of the Finance Secretary, Chandigarh Administration whose order shall be final and binding on both the parties.

Annexure – A STATEMENT OF WORK

I. Scope of Work

Details of tentative requirement of manpower

Sr No.	Requirements/Manpower details	No. Manpower Req.
1	Supervisor	1
2	House Keeping manpower	25
3	Security Guards ---without firearms (per 8 hour shift)	27

House Keeping

The general scope of work broadly categorized under the head “House Keeping” shall include the following:

- a) Cleaning & Housekeeping of the “premises”, mainly roads, pavements, footpaths, manholes, drainages, green areas, parking and other open areas in Phase I & Phase II of RGCTP. Collection of solid waste/ garbage from the “premises” and disposal at the designated place in RGCTP/ other designated areas using own manpower and equipment.
- b) Any other activities to be included by SPIC based on the requirement.
The above services may need to be provided in shifts as per the directions of SPIC.
The manpower required and the location for its deployment will be specified by SPIC.

Security Services

The general scope of work broadly categorized as providing “Security Services” by deploying manpower at designated places / areas in the premises.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel (Ex---serviceman+ civilian) who shall safeguard the premises including buildings, moveable & immovable assets, fitments, equipments, Plant & Machinery and other items located at the premises any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
2. The security personnel shall be deployed round the clock in 3 shifts of 8 hours each at designated places the premises.
3. The Agency shall maintain records of inward and outward movement (at gates / designated places) of men (Employees, Sub Contractor Personals and also regulation of guests and visitors), materials and vehicles, etc with proper check on the same as per instructions given from time to time by the officer---in---charge.
4. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
5. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at premises. A mock fire drill may be organized every time change of personnel takes place.
6. The Agency shall keep the Client informed of all the matters of security and co--- operate in the investigation of any incident relating to security.
7. Traffic / parking management at designated places in the premises.

NOTE: The contractor shall report and damages / loss to the officer---in---charge immediately onsame coming to his notice / knowledge.

II. Minimum requirement of Manpower:

The contractor will ensure ready availability of manpower as specified in the Annexure B at all times. SPIC may, however, reduce or increase the number required as per the needs of the site. The contractor shall provide the required number of manpower for performance of the services at all times and in case of absence of any staff the contractor shall provide the required number of relievers so as to ensure that all positions are manned at all times.

NOTE: --- The Manpower services shall need to be provided for specified shifts on all 7 workingdays.

III. Minimum qualifications for certain manpower to be deployed:

1. Supervisor:

1. Minimum 35 years of age and maximum 50 years of age
2. Ex---serviceman not lower than rank of JCO in the Army or equivalent in other wings of the Defence
3. Graduate from a recognised university
4. Physically fit as per the requirements of the job

2. Security Guards:

1. Minimum 21 years of age and maximum 40 years of age
2. Metric passed from a recognised board
3. Physically fit as per the requirements of the job

Other manpower so deployed shall perform their duties as per the scope of works and as directed by the officer---in---charge.

ANNEXURE---B – FORMAT OF COMMERCIAL BID

S.No.	Particulars	Rate (exclusive of taxes as applicable)
1.	Administrative Charges	_____

***Financial BID would be evaluated on the basis of Administrative Charges, since DC rates would be same for all bidders.**

Note:

1. The work to be executed is broadly as per the statement of work but additional directions may be given by the Officer---in---charge. The quoted rates should factor the scope / schedule / quantum of work & equipment / tools required for the execution of the service contract as mentioned therein and at other places in the RFP.
2. The actual manpower to be deployed at location above will be decided by SPIC and may vary from time to time depending upon the requirement. The billing for the services will be done based on the actual manpower deployed as determined from the attendance records
3. SPIC may direct the contractor to provide / use any such material for satisfactory performance of services
4. Other charges are charges, if any, e.g service charges that may be added by the bidders as per their structuring of the budget for the entire service contract
5. All the quoted rates should be inclusive of all taxes.
6. The grand total per month is the total amount quoted by bidder for the entire service contract. No other money will be payable by SPIC to the service provider.
