

RAJASTHAN STATE MINES & MINERALS LIMITED (A Government of Rajasthan Enterprise)

TENDER DOCUMENT

FOR

Housekeeping and room services work of RSMML Delhi Office and guest house premises at 1/19-B, Asaf Ali Road, New Delhi

Tender No. RSMM/DELHI/No.2017/1 D

Dated 07.02.2017

Issued by

Delhi Office

RSMML, New Delhi

Cost of Tender (non-transferable)
Document (including VAT): Rs 570 /-Place of Sale of Tender: Office of the Sr. Manager, RSMML, Delhi Office.
or downloaded from the website.Date of Sale of Tender: From 14.02.2017 TO 07.03.2017

Date of Receipt of Tender : 07.03.2017 till 3.00 pm

Date of Opening of Tender : 07.03.2017 at 3.30 pm

Registered Office: C-89 Jan path Lal Kothi Scheme, Jaipur –302 015 Phone:0141-2743734 Fax : 0141-2743735 **Corporate Office:** 4, Meera Marg, Udaipur - 313 001 Phone :(0294)2527211,2428763-67, Fax :0294- 2428794,2428793

RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise) 1/19-B, Asaf Ali Road, New Delhi 110 002,

Phone: 011-23231711, 23230829, Fax 011-23230710

Ref. no :-RSMM/DELHI/No.2017/01

Dated: 07.02.2017

NOTICE INVITING TENDER

Offers are invited for "housekeeping and room services work of RSMML Delhi Office and guest house premises at 1/19-B, Asaf Ali Road, New Delhi " Contract period: 01 years. Estimated contract value Rs.3.30 lacs EMD: Rs. 6600/-, Tender document fees: Rs.570/-, & last date of sale & submission of offer 07.03.2017 till 3.00 pm.

For detailed terms and conditions visit us on our web site www.rsmm.com or contact Sr. Manager, Delhi Office at above address. Keep visiting our website till last date for updated information, if any.

Sr. Manager, RSMML



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Ref. no :-RSMM/DELHI/No.2017/01

Dated:07.02.2017

NOTICE INVITING TENDER

Sealed tenders are invited from reputed Contractors having experience in similar nature of works.

Brief Description of the work			Estimated Contract value (Rs)	Contract Period	
House Keeping and room services work of RSMML Delhi office- cum-guest house premises at 1/19-B, Asaf Ali Road, New Delhi			3.30 lacs	One year	
Cost of tender document is Rs. 570 /- (Inclusive of VAT) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at New Delhi					
Period & Place of Sale of documents: from 1/19-B, Asaf Ali Road, New Delhi or download from our website	From 14.02.2017 to 07.03.2017 up to 3.00 pm, in case down loaded from website, tender fee to be deposited with the offer				
Last Date & Time of Submission of offer	Dt. 07.03.2017 up to 3:00 pm, at RSMML Office, New Delhi				
Opening of the tender offers	Dt. 07.03.2017 at Delhi	3:30 pm, at	RSMML Off	ïce, New	

The terms and conditions are given in detailed NIT/tender document for which please visit us on our web site http://www.rsmm.com or contact Sr. Manager at above address.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-mail etc. shall not be accepted. The Company reserves the right to call for any additional information whatsoever to check the eligibility of the tenderer.

Pre-conditions

1. The tenderer should have minimum turnover of Rs.2.16 lakhs in any one of the immediate three preceding financial years13-14, 14-15 & 15-16 in tenderer's name.

Sr. Manager, RSMML

DEFINITIONS

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 2.1 "RSMML" or "COMPANY" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- **2.2** "Managing Director" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- **2.3 "Officer-in-Charge**" shall mean any officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- **2.4** "Contractor or Agency" shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- **2.5** "**Tender**" shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.
- **2.6** "Letter of Acceptance" shall mean intimation by a letter to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter.
- 2.7 "Contract Rate" or "Schedule Rate" or "Tendered Rates" or "Rate of remuneration" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as applicable to the Contractor for execution /performance of all contractual obligations as per terms of this contract.
- **2.8** "Contract" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of Acceptance, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1. INTERPRETATION OF CONTRACT DOCUMENT

Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.

3.2. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Officer-In charge whose decision shall be final and binding. In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

3.3. The tenderer can visit our Delhi office during office hours for guidance and for obtaining the details of work to be carried out.

Tender:

Tender offers are to be submitted in a sealed envelope addressed to Sr. Manager RSMML, Delhi Office, New Delhi-2. This envelope should be marked with NIT number & work, Name of work, price bid, address of the contractor; telephone number etc is to be written on the top of each envelope for clarity.

The sealed offers should be submitted in the office of the Sr. Manager, RSMML, Delhi Office, New Delhi110002 on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

The Tenderer/Bidder would give a declaration that they have not been banned /suspended or de-listed by RSMML.

3.4. PRICE OFFER

The tenderers are required to furnish their 'price bid' in the prescribed "Price" format The quoted rates by the tenderer shall be for total scope of work & inclusive of taxes of all nature, duties, levies etc., excluding service tax.

The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for work in such a way that insertion and/or interpolation is not possible. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer. The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

3.5. Validity of offers :

Tender submitted by tenderer shall remain valid for acceptance for a period of 120

days, from the date of opening of the tender. An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the said period of 120 days or in extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, canceling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

3.6. LATE BIDS/DELAYED BID:

1. Any Bid received by the Company after the deadline prescribed in the NIT due to any reason whatsoever will not be accepted.

3.7. TAXES:

The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes payable at present by the Central or State Government authorities, for execution of the works under the contract. The rates quoted by the contractor shall be inclusive of all applicable taxes & duties excluding service tax as on the date of submission of the tender. Any variation/withdrawal in the rate/nature of tax subsequent to the submission of the tender shall be reimbursed to/recovered from the contractor on submission of documentary evidence. Prevailing rate of Service Tax is @15%.

3.8 RATES & TAX DEDUCTION AT SOURCE:-

The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

3.9 EARNEST MONEY:

The tenderer shall pay Earnest Money as per NIT in the form of crossed demand draft/ Bankers Cheque in favour of the Company and drawn on any Nationalised/Scheduled bank at New Delhi and attach the same in original with the l bid of the tenderer, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bids are not found to be acceptable will be refunded at the earliest. The earnest money deposited by the successful tenderer will be refunded after acceptance of the Security Deposit (SD), but the earnest money shall stand forfeited if the tenderer doesn't depute the required personnel's within 15 days from the date of issuance of LOA/DLOA.

The earnest money of a tenderer shall be forfeited in the following cases: -

- If the tenderer withdraws or modifies or alter the offer on its own after its submission to the RSMML.
- If the tenderer does not submit the prescribed Demand Draft/bank guarantee as security deposit within 21 days of the date of DLOA/LOA (Acceptance of tender) issued in favour of tenderer.
- If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
- If the tenderer does not commence the work within the time allowed.

3.10 SECURITY DEPOSIT

The earnest money of the successful tenderer shall be retained by the Company as security Deposit (interest free) which will be refunded to the party after satisfactory completion of the work.

The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.

3.11 NEGOTIATION :

i. Negotiations will be conducted with the lowest tenderer only. In case of nonsatisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

3.12 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1:

The tenderer with the lowest offered total amount in Form-1 for the tendered work shall be decided as L-1 tenderer.

3.13 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/ EMPLOYEES

The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

3.14 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason/s. The Company's decision in this regard shall be final and binding on the Contractor.

3.15 COMPLIANCE IN RESPECT OF VARIOUS ACTS

The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable on the work during the execution of the Contract, and Rules/Byelaws framed there under as applicable to the contractor including his employees,

3.16 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/ interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

3.17 TERMINATION:

- i. In of failure perform the iob required case to as under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss etc. caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- ii. The contract may also be terminated in the event the contractor being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and /or losses or costs by reason of such earlier termination on any ground whatsoever.
- iv. In the event the supplier's services are found to be unsatisfactory, the Company shall have the right to immediately terminate the contract, without any liability or compensation to the supplier.
- v. Upon termination of the contract for any reason whatsoever, the contractor shall immediately recall his personnel from the work.

3.18 **DISPUTE, JURISDICTION**

- i. The place of the contract shall be Delhi. In case of any difference, the same shall be resolved by mutual discussions & agreement. However, the decision of **Executive Director (Adm)** shall be final & binding.
- ii. No courts other than the courts located at New Delhi/Delhi shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

4.1. <u>Scope of work</u>:

4.1.1. : LOCATION: RSMML office –cum-rest house premises at 1/19-B, Asaf Ali Road, New Delhi.

- **1.** Willing bidders are advised to inspect the site of work and understand it after having discussions with officers of the Company before submitting the tender.
- **4.1.2** : Manpower The contractor will deploy adequate number of trained staff for cleaning and room services of the guest house premises from 6 p.m to 10.00 a.m on all working days & 24 hours a day on Saturdays, Sundays & holidays.

The contractor will ensure replacement of staff on the weekly day of rest of the regular staff deployed for the work.

Housekeeping Services:

The details of the services required to be provided by the agency under above mentioned services is as under:

i. The entire area of RSMML Delhi Office as well as guest house premises will be entrusted to the contractor in as is where conditions for keeping the area in neat & clean condition. Agency will responsible for cleaning of entire areas of the building and collection and disposal of all waste material as per instruction of the RSMM Officer-Incharge.

> The staff to be deputed for cleaning and room services would be well trained in the job and they will also be trained for personal and site hygiene.

4.1.3 Room services:

- i. The contractor shall provide one trained and experienced person during the prescribed time duration.
- ii. The person so deputed should be in clean and hygienic uniform.

- iv. It will be the duty of the person so deputed (room attendant) to receive the guests, carry their luggage, getting the entries in the guest house register and facilitate the guest to the room.
- v. He will prepare and serve the tea/coffee, breakfast etc. to the guests as per their requirement as per the RSMM guest house schedule.
- vi. At the time of check-out of the guest, he will prepare the receipt of the charges of their stay and consumables used by the guests and charge the same as per the rate schedule of RSMML, Delhi office.
- vii He will facilitate the guest along with their luggage etc. upto the ground entrance/vehicle of the guest.
- viii. After the check out of the guest, he will replace the linen etc.,
- ix. He will also switch off all the electrical items and equipment.
- x. He will also check all the toilet fittings to ensure their smooth functioning

4.1.4 Duties: Behaviour: Staff Requirement etc.

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eatables.

- i. The agency shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- ii. The agency's staff shall not disturb the employees of the RSMML in the premises.
- iii. The agency's workers shall be polite, courteous, well behaved and honest.
- iv. The agency shall be fully responsible for any theft, burglary fire or any other mischievous deed done by its workers.
- v. The antecedents of all the workers would be got verified from police by the agency before deployment for work.
- vi. The RSMML shall have the right to impose cash penalty on the agency or deduct such amounts from its security deposit in case the building/property is put to any financial loss directly or indirectly by any act of omission on the part of the Agency's workers..
- vii. The agency shall be directly responsible for the payment of wages, which should not be less than minimum wages prescribed by Govt. of Delhi/NCR. Provident fund or any other benefits available under the rules be given to its employees. RSMML shall not entertain any such claim of the persons employed by the Agency.
- viii. During the execution of work for the contract period or extension if given, it will be the responsibility of the agency to get the insurance of the persons deployed & for any accident or mis-happening.
- ix. All the workers of the agency shall be free from infectious diseases.
- x. The agency will ensure to obtain proper license/ permission from the concerned
- xi. The agency shall in no case transfer the services; it is required to perform under this agreement to any other agency or person.
- xii. The agency shall submit the copies of the monthly payment registers as well as the deduction made on account of CPF, ESI. alongwith the bills /or payment.

- xiii. The Agency shall replace any worker from service who is found unfit or unsuitable.
- xiii The person deployed on duty should not be found in intoxicated condition. Smoking by them is also not allowed in the Company premises/duty places.
- xiv Uniform shall be provided by the contractor to their employees. The employees. shallwear the uniform while on duty. Agency will have to replace the staff/employee deployed by them for execution of works in case their behaviour/performance is not found satisfactory by O.IC

4.1.5 Scope of work of employee:

The age of cleaning persons offered to be deployed should not be below 18 years and not exceed 55 years. Proof of age certificate is to be enclosed before deployment of each person.

4.2. <u>Period of contract & Commencement</u>:

Initially the contract shall be for a period of one year from the date of award of work. However, if the services of the contractor are found satisfactory, the company may extend the period of contract for a period of six months after the consent of the party on the same terms ,conditions and rates.

Contractor shall have to depute the required personnel and start the work within 7 (seven) days from the date of issuance of LOA (Letter of acceptance)/DLOA (Detailed Letter of acceptance).

- **4.3. Terms and condition of payment**: The RSMML shall pay the agreed amount to the agency on monthly basis after satisfactory completion of the work and submission of the bill for the same.
- **4.4.** The party will submit the copies of challan of PF deposition & other details on quarterly basis.

4.5. Compensation.

In case it is found that the work is not carried out in the manner as specified in the Scope of work of tender document on account of Contractor's fault then the Company will recover a pre-determined amount of Rs. 200/- each day as compensation.

In case of no work is carried out by the contractor no payment will be made for that day in addition to it a sum of Rs. 1000/- will also be recovered as compensation. Beyond this the company reserves its right to cancel & terminate the contract and forfeiture of Security deposit at any point of time if the performance of contractor is not found satisfactory.

The compensation so paid and/or adjusted by the company shall not relieve the contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

4.6. Indemnity : Except where arising from the negligence of RSMML or RSMML's employees, the contractor shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. By the contractor or contractor's personnel or claims made against RSMML by third parties in respect thereof.

4.7. Signing of Agreement:

The signing of agreement shall constitute the award of the contract on the bidder and it must be signed within a fortnight of submission of security deposit.

4.8. RISK AND COST

In event of unsatisfactory work execution and/or non-execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

I/We have studied the above terms and conditions and have understood them fully, hereby convey our acceptance thereof.

Seal & Signature of Tenderer Name & Address

Place:

Dated:

Form-1

PROFORMA FOR 'PRICE BID

Tender No. RSMM/ DELHI/No.2017/01/

Dated:

Name of the Tenderer_____

This part of tender should contain the 'PRICE BID' only and should be submitted in a separate sealed envelope super scribing on the envelop the tender No., Name and Address of the tenderer and indicating in bold letter 'PRICE BID' only. The Price Bid should be submitted, strictly in Performa as given below:-

SN	5N Description of work	Amount (Rs. Per calendar month)		
		In Figure	In words	
I	House Keeping and room services work of RSMML Office-cum-guest house at 1/19-B, Asaf Ali Road, New Delhi as per scope of work including the above rates.			

Note:-

- i) Rates must be entered in figures & words.
- ii) In case of difference between the quoted rates in words and figures, the lower of the two shall be considered.
- iii) Unit rate quoted by the tenderer shall be inclusive of all taxes, duties & levies excluding service tax which will be reimbursed/recovered separately. The present rate of service tax is @ 15%. The rates shall be inclusive of weekly day of rest. The month will be counted for the days of the relevant month.
- iv) All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.

Dated: -----

Place: -----

(Authorised Signatory)

Name :

Designation :

AFFI.DAVIT

(On non-judicial stamp paper of appropriate value)

I	S/O
aged_	YearsResident of
On be	half of the tenderer i.e. M/S
Hereb	y take oath and state as under:
1.	That I/we have submitted a tender for
2.	That I/we have gone through the terms & conditions of the tender document.
3.	That the provisions of the EPF & MP Act are not applicable on me/us (i.e. the above tenderer / contractor).
4.	That in case during the currency of the contract, I/we come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent

(Authorised signatory)

Verification

I, the above mentioned deponent make oath and state that my above statement is true and correct to my personal knowledge, and no part of it is wrong and that nothing material has been concealed . So help me god.

Deponent

(Authorised signatory)

AFFADAVIT

(on non judicial stamp paper)

Name	of Tenderer		I	S/o	
Shri		.aged	Years, reside	nt of	on behalf.
of the	tenderer i.e. M/s		hereby underta	ake oath	

and state as under:

- (1) I/we are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/we have not been banned/suspended/de-listed by RSMML.
- (3) I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- (4) I/we declare that price bid is in prescribed performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.
- (5) That we are registered under MSMED Act & registration number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.

Signature of Tenderer(s)

(Authorized Signatory)

With Seal

Place:

•

Date: