**E-bid document**

**Request for Proposal**

**Appointment of Manpower Agency for the sanitation and housekeeping services for 550th Birth Anniversary Celebrations of Shri Guru Nanak Dev Ji**

**Issued by:**

General Manager

Punjab Municipal Infrastructure Development Company

Punjab Municipal Bhawan, 3, Dakshin Marg, 35A, Sector 35A,

Chandigarh, 160022

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**Disclaimer**

This Request for Proposal (RFP) document for Scheme for **Request for Proposal for Appointment of Manpower Agency for the Sanitation and Housekeeping Services for the 550th Birth Anniversary Celebrations of Shri Guru Nanak Devji** (hereinafter referred to as the “Project”) contains brief information about the scope of work and qualification process for the selection of the Bidder. The purpose of the RfP Document is to provide Bidders (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

This RfP is not an agreement and is neither an offer by the Punjab Municipal Infrastructure Development Company (PMIDC), on behalf of Department of Local Government (hereinafter referred to as the “Client”) to the prospective Bidder or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RfP. While all efforts have been made to ensure the accuracy of information contained in this RfP Document, this document purport to contain all the information required by Bidders. Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Client or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RfP Document. The Client reserves the right to change any or all conditions/information set in this RfP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Client may deem fit without assigning any reason thereof.

The Client reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Client will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RfP Document.

Information provided in this RFP to Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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# Data Sheet

|  |  |  |
| --- | --- | --- |
| SN | Name of the Bid | Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services of the 550th Birth Anniversary Celebrations of Shri Guru Nanak Devji |
| 1 | Time Period of services | 20th October – 20th November 2019 |
| 2 | Method of Selection | Least cost basis (L1) |
| 3 | Tender Document Fee | INR 5,000/- |
| 4 | Ernest Money Deposit (EMD) | INR 3,00,000/- |
| 5 | Financial Bid to be submitted together with Technical Bid | Yes |
| 6 | Name of the Authority’s official for addressing queries and clarifications | Shri Mukul SoniChief Engineer (O&M)(M) – 9815900250Shri Rajinder RaiMunicipal Engineer(M) – 9814301231e-mail: celgpb@gmail.comPunjab Municipal Infrastructure Development Company Punjab Municipal Bhawan, Plot no. 3A, Dakshin Marg, Sector 35A, Chandigarh, 160022  |
| 7 | Proposal validity Period | 90 days |
| 8 | Proposal Language | English |
| 9 | Proposal Currency | Indian Rupee (INR) |
| **10** | **Schedule of Bidding Process** |
|  | **Task** | **Key Dates** |
|  | Bid upload date/time | 31 July 2019 |
|  | Bid Start Date | 1August 2019 |
|  | Bid End Date | 21 August 2019 upto 4:00 pm |
|  | Prebid Meeting | 6 August 2019, 12 noon onwards |
|  | Opening of Technical Bids | 21 August 2019, 5 pm |
|  | Opening of Financial Bid | 23 August 2019, 5 pm |
|  | Issuance of Letter of Award (LoA) | 26 August 2019 |
|  | Signing of Agreement | 30 August 2019 |
| 11 | Consortium to be allowed | No |
| 12 | Sub-contracting is allowed | No |
| 13 | Account Details | Account Holder Name: PMIDC (E Governance)A/c No.: 50100179680946IFSC Code: HDFC0000035Bank Name: HDFC BankBranch: Chandigarh – Sector 35B |

 Table 1: Data Sheet for Bidders

# Terms of Reference

The celebrations of 550th Birth Anniversary of Shri Guru Nanak Devji, are being planned throughout the country and across the globe, in a grand and befitting manner by State Governments, Centre Government and the Indian Missions abroad. Guru Nanak Devji's teachings of love, peace, equality and brotherhood have eternal value for the residents of India.

For the celebration of 550th Birth Anniversary, a year-long calendar of events has been prepared for organizing commemorative events across various states. The primary focus of these celebrations are places like Sultanpur Lodhi (Kapurthala), Dera Baba Nanak and Batala (Gurdaspur) that have had a deep association with the First Guru of the Sikhs. As a part of these year-long celebrations, the towns of Sultanpur Lodhi, Dera Baba Nanak, and Batala have been taken up for special infrastructural development as towns of religious and historical importance.

Solid waste being a major challenge during Parkash Parv, is going to be managed tactfully by qualified and experienced agencies. Office of the Deputy Director, Department of Local Government, Jalandhar is the nodal agency for supervising the solid waste management infrastructure and services required for the smooth conduct of the celebrations period – 20th October to 20th November 2019. For this reason, The Terms of Reference (the “TOR”) and the scope of Bidder for this assignment are specified below.

## Manpower Requirement

* During the initial 10 days of the event, the pilgrim footfall is expected to be approximately 1 lakh persons per day. The expected pilgrim footfall during peak days of *‘Prakash Parv’ i.e.* 5th November 2019 to 15th November 2019is approximately 5 lakhs persons per day. During the remaining days, i.e. 1st November – 4th November and 16th November – 20th November 2019, the expected footfall is approximately 2-3 lakh persons per day.

Manpower requirement for *‘Prakash Parv 2019’,* during the peak days (in 1 shift) is described below:-

| **Category** | **Peak Days (10th-15th Nov)\_** |
| --- | --- |
| Sweepers | 1370 |
| Spraymen | 15 |
| Sewer Cleaning Men | 15 |
| Misc. works (Sweepers) | 50 |
| **Total (For 1 shift)** | **1450** |

 Table 2: Category of manpower required

* Additionally, bidders are required to provide rates (Per person per day cost) for provision of drivers for light vehicles for quotation purpose only. The Client may contact the successful bidder should a requirement arise.

Bidder needs to deploy manpower, as per below schedule:-

|  |  |  |
| --- | --- | --- |
| **Phase** | **Period** | **Manpower Deployment (As per % of the peak manpower estimated, indicated in Table 2 above)** |
| **Shift 1** **(0600 – 1400 hours)**  | **Shift 2** **(1400 – 2200 hours)** | **Shift 3** **(2200 – 0600 hours)** |
| 1 | 20.10.19 to 31.10.19  | 25% | 50% | 25% |
| 2 | 01.11.19 to 09.11.19  | 50% | 75% | 50% |
| 3 | 10.11.19 to 15.11.19  | 100% | 100% | 100% |
| 4 | 16.11.19 to 20.11.19  | 50% | 75% | 50% |

 Table 3: Deployment of Manpower

* In addition to the above-mentioned manpower requirement, total days of deployment can be increased or decreased during the celebration period by up to +/- 7 days at the discretion of the Client or its authorised personnel.
* Deployment of the manpower will be spread across the zones within the MC limits as well as parking area, langar sites and other locations outside the MC limits of Sultanpur Lodhi.

Below are the tentative locations wherein the manpower shall be deployed. This list is indicative and not exhaustive

|  |  |  |
| --- | --- | --- |
| **SN** | **Location** | **Indicative area/length** |
| 1 | Heavy Pedestrian roads | 6 km |
| 2 | Moderate pedestrian footfall road | 6 km |
| 3 | Low Pedestrian internal roads | 24 km (spread across 6 zones within MC limits) |
| 4 | Parking Area 1 (Near Talwandi Chaudhrian) | 100 acres |
| 5 | Parking Area 2 (Near Dadwindi Village) | 150 acres |
| 6 | Parking Area 3 (Near Mahablipur Village) | 90 acres |
| 7 | Parking Area 4 (Opposite FCI Godown) | 100 acres |
| 8 | Parking Area 5 (Near Tent City 3) | 25 acres |
| 9 | Parking Area 6 (Near Jasbir Cinema) | 7 acres |
| 10 | Parking Area 7 (Near Water Treatment Plant) | 50 acres |
| 11 | Parking Area 8 (Near PUDA Colony) | 10 acres |
| 12 | Langars (31 nos.) | 31 nos. |
| 13 | Major hotspots  | (Railway Station, Bus stand, Gurudawara Ber Sahib etc.) Lohian Road, GT Road) |
| 14 | Dana Mandi | 20 acres |
| 15 | Transfer Station 1 | Near Talwandi Chaudhrian |
| 16 | Transfer Station 2 | Near Existing dumpsite (FCI Godown) |
| 17 | Transfer Station 3 | Behind Parking Area 2 (Near Dadwindi) |
| 18 | Permanent Public/Community toilets  | Within MC limits |

 Table 4: Location for deployment of manpower

## Scope of Services

1. During the celebration period, i.e. 20 October 2019 to 20 November 2019, engaged manpower should be deployed in shifts as described in Table 2.
2. Manpower will be engaged in street sweeping, and overall area cleanliness including collection of solid waste from streets, parking areas, langars, main roads, etc. and transporting them in nearby garbage bins/containers/tippers, etc. or as instructed by client.
3. Bidders shall provide/maintain infrastructure for proper cleaning and housekeeping of the allotted celebration ground. Requisite number of garbage bins will be deployed by the client.
4. The client shall provide dedicated space to set up sanitation colonies (7 locations) at the Project Site. Bidders will have to ensure adequate basic accommodation facilities with hygienic and sanitary living conditions for the manpower deployed. The Bidder shall provide all the specifications of the facilities considered in the sanitation colony in the Technical Proposal.
5. All workers should wear reflector jackets (client approved colour scheme and design) and Identity Card at all times. The bidder shall ensure provision of clean reflector jackets to all the workers throughout the duration of the event. No additional allowance shall be made to the bidder.
6. All cleaners must have necessary Personal Protective Equipment (hand gloves, shoes, masks, eye protection etc.) at all times.
7. Provision of all liner bags (For approx. 2400 dustbins of 100 ltr. capacity) and equipment required for carrying out cleanliness activities and maintaining overall cleanliness of the event grounds such as brooms (for all sweepers), belcha, fawda, panji, etc. shall be provided by the Bidder in sufficient numbers. No additional allowance shall be made for this.
8. Disinfecting the celebration grounds using manual and mechanical methods. The requirement of sanitary tools and materials are to be raised by the bidder first and then the client will approve and supply the same.
9. The bidder shall ensure loading of Solid Waste, from the primary collection vehicles, to the secondary transportation vehicles at the transfer stations provided by the client for waste management operations.
10. The Bidder shall ensure hygiene and cleanliness of the transfer stations.
11. Bidder shall submit to the client and maintain daily (shift-wise) attendance of the workers by way of bio-metric machines, as approved by Client. Mobile biometric machines to be provided by the contractor in sufficient numbers.
12. Bidders should also provide systematic grievance redressal system for the manpower deployed. For this, the Bidder shall provide a toll free number for complainants Such grievance and complaints should be attended within 30 minutes. Toll free calls to be logged and recorded and the mode of communication shall be Punjabi.
13. All supervisors and managers of the bidder should be equipped with wireless communication systems and the wireless system which should remain in good working condition during the complete duration of the contract. The cost associated with the wireless system shall be borne by the bidder. Wireless equipment to be provided to supervisory officials (minimum 10 sets) of Client.
14. The Project Manager, supervisors and minimum staff and workers as mentioned in this RfP should always be present during the Contract Period
15. Bidders need to ensure that all labour related compliances in terms of insurance, payment, ESI, EPF, etc., as applicable in Punjab, are duly met. All the compliances laid down by the Labour department, Govt. of Punjab to be duly met.
16. Bidders will be responsible and will be penalized for any grievance, strikes and boycott of work or any kind of misconduct by the engaged manpower.

## Service Level Benchmarks

Peak days finalized for *Parkash Parv 2019 are 10.11.2019 to 15.11.2019. Major surge of pilgrims is anticipated on the peak days and the highest level of hygiene is to be maintained, as instructed by the client.*

*For all the peak days, below mentioned minimum level of service is to be provided*

|  |  |  |
| --- | --- | --- |
| **S.no.** | **Location** | **Minimum number of changes of liner bags\*** |
| 1 | Heavy pedestrian footfall road | Every 4 hours |
| Low/Moderate pedestrian footfall road | Every 6 hours |
| 2 | Parking Areas | Every 6 hours |
| 3 | Langars | Every 4 hours |
| 4 | Street Sweeping and other major hotspots | Every 4 hours |

 Table 5: Service benchmark

*\* - Liner bags to included in the cost quoted by the bidder. No additional allowance shall be made for this.*

For non-peak days, the schedule may be decided accordingly in consultation with officials from the Department of Local Government

Bidders to comply with the instructions of the Client. For the celebration period as well as pre/post celebration period, location, tasks assigned and frequency for the manpower may be altered at the discretion of the Client. Any cleanliness related observation pertaining to street sweeping, dustbins, waste transportation, operations at transfer stations etc., highlighted by the Client needs to be immediately attended and conformance/completion to be communicated by the bidder’s Project Manager & Nodal officer of the Client not later than 30 minutes.

## Manpower Requirement

Bidder has to employ a minimum of 1450 sanitary workers (For each shift during peak days) as mentioned above for the performance of contractual obligations. Over and above the sanitary workers, the bidder shall deploy adequate number of supervisors for the daily monitoring of the workers. Additionally, there will be 2 Project Manager leading the entire team. No additional allowance shall be made for the Project Manager and supervisors deployed.

The Bidder needs to ensure adequate attendance monitoring mechanism and submit daily report to the client’s monitoring supervisor. The Bidder will provide relevant workforce as defined below

|  |  |  |
| --- | --- | --- |
| **Positions** | **Number** | **Qualifications** |
| Project Manager | 2 | Minimum 10 years of experience in managing team of supervisors and maintaining record |
| Supervisors | 1 supervisor per 30 cleaning staff | Minimum 2 years of experience in managing team of supervisors and maintaining record |

 Table 6: Requirement and Qualification of Manager and Supervisor

## Period of Services

The tentative period for the selected bidder shall be 1 month. The successful bidder will be required to provide complete support in cleaning and housekeeping services in *Parkash Parv 2019, as instructed by the client,* for the period of Pre, During and Post *Parkash Parv 2019.*

## Implementation Support

Implementation support includes the role that the bidder will play in trainings for manpower deployed, refresher trainings for supervisors and fixing the schedule and roster for the manpower. This will also include on-boarding support and the requisite paper work for the hired manpower including their wages and payment schedule management.

## Monitoring and Supervision

1. The client would monitor the work being undertaken by the manpower and also the supervisors, and in case of challenges in work delivery the same shall be brought to the notice of the bidder by the client. Bidder would intervene to address the challenges and if necessary replace the manpower within 24 hours
2. On a regular basis, the bidder is expected to monitor and supervise the performance of the manpower staff and proactively attempt to identify potential issues. The client will approve and decide the deputation plan of manpower prepared by the bidder
3. Interaction and supervision by client will happen on a daily basis. Allotted area/location wise daily reports are to be submitted to client
4. The bidder shall ensure that any issue highlighted by the monitoring team shall be rectified within 30 minutes

## Payment Terms

Payment schedule will be as follows:

1. The Bidder shall raise invoices on 31st October 2019 and 20th November 2019, based on the actual manpower deployed. The Bidder along with the invoice, has to submit verified attendance details of all manpower deployed along with challans of paid government levies due for previous payments made as applicable and any other documents necessitated by the client. The next payment shall be made to the bidder once proof of compliances towards payment of wages is submitted to the client.
2. Client will release the payment within 5 days from the date of submission of invoice, after verifying all necessary documentation and attendance of the actual manpower deployment.

# Eligibility and Evaluation Criteria

## Conditions of Eligibility and Applicants:

Bidders must read carefully the minimum conditions of Eligibility (the conditions of Eligibility) provided herein, proposals of only those applicants who satisfy the conditions of Eligibility will be considered for evaluations

To be eligible for Evaluation for this tender proposal, the Applicant shall fulfil the following eligibility criteria

|  |  |  |
| --- | --- | --- |
| **#** | **Eligibility Conditions** | **Documentary proof to be submitted** |
|  | Bidder should be a company/firm/LLP registered in India under the Company Act, 1956 or Companies Act, 2013 or a partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 | Company or Organization Registration certificate |
|  | Financial Capacity: Bidder shall have a minimum average annual turnover of INR 10.00 Cr (INR Ten Crore Only) during the last three consecutive years | Form 2 and Audited Accounts/Financial Statements |
|  | Bidder should, over the past 5 years preceding the due date, have undertaken a minimum of 3 eligible/similar assignments/projects. (Eligible/Similar assignment/project is a project wherein bidder has the experience of providing sanitation and housekeeping services for mass gathering events with at least 1500 manpower deployed in a single shift). | Completion Certificate from the Client |
|  | Bidder should have a valid GST registration certificate and be registered with the Employees Provident Fund Organization (EPFO) and Employee State Insurance Corporation (ESIC) for the last 3 years. The bidder should also fulfil all Labour Department compliances of the Government of Punjab. | Copies of Registration Certificates should be enclosed to this effect |
|  | Bidder should not have been barred by the Central Government, State Government, Statutory authority or a public-sector undertaking, as the case may be, from participating in any project, and such bar shall not subsist as on the date of the Proposal | Undertaking as per Form 6 |
|  | Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judiciary authority or a judicial pronouncement or arbitration award against Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder  | Undertaking as per Form 7 |

 Note:

1. Bidder to provide a description of the overall approach and methodology proposed, work plan, innovations, and comments on ToR for carrying out the tasks proposed in this assignment
2. For eligible assignments/projects, proof of engagement such as completion certificate from the competent authority needs to be attached
3. Fee means the total contract value for which bidder was contracted as primary contractor for major work
4. Client certifications are mandatory for the Similar Projects. The certifications must confirm the project attributes (size, fee, manpower deployment, duration, scope, etc.)
5. Only Eligible bidders will be taken up for Financial Evaluation

## Evaluation

Bidders have to meet all Eligibility Criteria set to qualify as Eligible Bidders. Only those Bidders who have met the Eligibility Conditions will be considered for Financial Evaluation. The Technical Proposal shall comprise of documents ascertaining the eligibility conditions, Bidder’s experience, its understanding of Scope of Work, and approach and methodology and work plan.

All Bidders that qualify the technical evaluation will form a Panel of Shortlisted Bidders. The Financial bids of only the Eligible Bidders will be opened and evaluated. Bidder with the lowest financial quote shall be considered as L1 and shall be selected for the assignment.

# Instructions to Bidders

## Number of Proposal and Respondents

* + - * No Bidder shall submit more than one (1) Proposal in response to this RfP
			* The RFP is non-transferable

## Proposal Preparation Cost

* + - * Bidders shall bear all costs associated with the preparation and submission of the Proposal. Department will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process
			* Bidders are encouraged to submit their Proposals after visiting the site of Sultanpur Lodhi and office of the Department and ascertaining for themselves the availability of documents and other data with the Department, Applicable laws and regulations or any other matter considered relevant by them
			* All papers submitted with the Proposal are neither returnable nor claimable

## Right to accept and reject any or all Proposals

* + - * Notwithstanding anything contained in this RfP, the Department reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason
			* The Department reserves the right to reject any proposal if:
1. At any time, a material misrepresentation is made or discovered, or

b. Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or

* + - * Bidder does not adhere to the formats provided in Annexure A to the RfP while furnishing the required information/details

## Clarifications

* + - * Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Department and the Project site, sending written queries to the Department, and attending a Pre-Proposal Conference
			* Bidders requiring any clarification on the RfP may send their queries to the Department by email at the mail-id provided in the communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services for the 550th Birth Anniversary Celebrations of Guru Nanak Devji (Prakash Parv 2019) at Sultanpur Lodhi”

* + - * The department shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven days) prior to Proposal Due Date (PDD). The responses will be sent by e-mail. The Department will post the reply to all such queries on the official website
			* The Department reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.4 shall be construed as obliging the Department to respond to any question or to provide any clarification

## Amendment of the RfP

* + - * At any time prior to the Proposal Due Date (PDD), the Department, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RfP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://eproc.punjab.nic.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned website from time to time for any amendment in the RfP document/s. The Department shall not be responsible for failure to get/download the amendments
			* To provide Bidders a reasonable time to examine the addendum, or for any other reason, Department may, at its own discretion, extend the Proposal Due Date (PDD)

## Data Identification and Collection

* + - * It is desirable that Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant
			* It would be deemed that by submitting the Proposal, the bidder has
				1. Made a complete and careful examination and accepted the RfP in totality
				2. Received all relevant information from the Department and;
				3. Made a complete and careful examination of the various aspects of the Scope of Work
			* The Department shall not be liable for any mistake or error on the part of the bidder in respect of the above

# Preparation and submission of Proposals

## Language and currency

* The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidders with the Proposal may be in any other language provided that they are accompanied by appropriately certified translations in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For interpretation and evaluation of the Proposal, the English language translation shall prevail.
* The currency for the Proposal shall be the Indian National Rupee (INR)

## Proposal Validity Period and Extension

* Proposals shall remain valid for a period of 90 Days from the Proposal Due Date ("Proposal Validity Period") and Department may solicit bidder’s consent for extension of the period of validity, if required. Department reserves the right to reject any Proposal, which does not meet this requirement.
* In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Department may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period

## Format and signing of Proposals

* Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately
* Bidders should provide all the information as per the RfP and in the specified formats. The Department reserves the right to reject any Proposal that is not in the specified formats
* In case Bidders intend to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs

## Pre- Bid Conference

* A Pre-Bid Conference shall be held at 12 noon onwards on 6th August 2019 at the below address:-

Municipal Bhawan

Conference Room, 5th Floor

Plot No. 3A, Sector 35A

Chandigarh -160022

* Bidders to share all the queries before the pre-bid conference.

 For any further clarifications, please contact:

Shri Mukul Soni

Chief Engineer (O&M)

(M) – 9815900250

Shri Rajinder Rai

Municipal Engineer

(M) – 9814301231

e-mail: celgpb@gmail.com

## Submission of e-bid/Proposal

* The bid submission module of e-procurement website <http://eproc.punjab.gov.in> enables Bidders to submit Proposal online in response to this RfP published by the Department. Submission can be done till the Proposal Due Date specified in the RfP. Bidders should start the process well in advance so that they can submit their Proposal in time. Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RfP schedule. Once submission date and time has passed, Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, Department shall not be held responsible
* The Bidder should register with his/her Digital Signature Certificate (DSC) of required class in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities.
* Department reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

## Deadline for submission

* E-bid/Proposal (technical and financial) must be submitted by bidder at e-procurement website <http://eproc.punjab.gov.in> no later than the time specified on the Proposal Due Date. The Department may, at its discretion, extend this deadline for submission of Proposal by amending RfP document in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

## Late submission

* The server time indicated in the bid management window on the e-procurement website <http://eproc.punjab.gov.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, bidder cannot submit his/her e-bid/Proposal. Bidder should start the bid submission well in advance so that the submission process passes off smoothly. Bidder will be held responsible if his/her e-bid/Proposal is not submitted in time due to any reason, for whatsoever reason, during the e-bid/Proposal submission process

## Selection of Bidder

* From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Department, on any matter related to their Proposal it should do so in writing. Any effort by Bidders to influence any officer or bearer of the Department in the Proposal evaluation or contract award decisions may result in the rejection of bidder’s Proposal.

## Proposal Opening

* After the technical evaluation, the Department shall prepare a list of prequalified Bidders in terms of Clause 3.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Department will not entertain any query or clarification from Bidders who fail to qualify at any stage of the selection process.
* Bidders are advised that selection shall be entirely at the discretion of the Department. Bidders shall be deemed to have understood and agreed that the Department shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
* Any information contained in the Proposal shall not in any way be construed as binding on the Department, its agents, successors or assigns, but shall be binding against bidder if the service is subsequently awarded to it.

## Opening of Proposals

* Department will open all technical e-bids/Proposals, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at the Department’s office.
* Bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Department, the e –bids shall be opened at the appointed time and place on the next working day. Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee and EMD mentioned in the Data sheet must be submitted in the prescribed account of Department within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
* Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
* The Department will prepare minutes of e-bid/Proposal opening

## Confidentiality

* Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder/s shall not be disclosed to any person not officially concerned with the process
* After opening of the Proposals, no interim information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

## Indemnity

* The qualified bidder shall provide indemnity towards any damage, misdemeanour of the employees or authorized personnel, appointed agents, to the client.
* Further, the client shall not be responsible for any payments, statutory obligations like insurance cover, PF, etc. for accident, mishap, handicap and/or death occurring and affecting Service Providers employees or authorized personnel, appointed agents during and after the provision of the Services at the event grounds.
* Client shall be entitled to full disclaimer and immunity towards compensation of any type and in any form for the consequences of the services being provided including any eventual loss or damage suffered by the service provider, in any manner.

## Tests of Responsiveness

* Prior to evaluation of the Proposals, Department will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the data sheet
2. It contains all information as desired in this RfP
3. Information is provided as per the formats specified in this RfP
4. It mentions the validity period as set out in the Data Sheet
5. Bids are accompanied with Tender Document Fee (non-refundable) and EMD as specified in the Data Sheet of this RfP
* Department reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Department in respect of such proposal

## Clarifications sought by Department

* Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.
* All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 3.1 of this RfP
* The Proposal containing the Technical Details in Clause 3.1 of bidder/s who do not meet the Technical Criteria shall not be considered for further process

## Termination

* The authority, may without any prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified bidder, terminate the contract in whole or in part if;
	+ The qualified bidder fails to deliver any or all the obligations within the time period(s) specified in the contract, of any extension granted thereof by the authority
	+ The qualified bidder fails to perform any other obligation(s) under the contract

## Dispute resolution

* If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.
* In the event of agreement not being reached, the matter will be referred for arbitration to a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the client. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall give his award/decision within 60 days of start of proceedings.
* Notwithstanding the pendency of the dispute, if any, both parties shall continue to deliver their responsibilities during the currency of the contract.

## Performance Security

* Within 15 days of receiving Letter of Acceptance, the successful bidder shall deliver to the Deputy Director, Department of Local Government, Jalandhar, either a bank guarantee or a bank draft in favour of the Client, for an amount equivalent of 5% of the contract price. The Performance Security shall be valid until 6 months after the date of issue of Certificate of Completion. Failure of the successful bidder to furnish performance security and signing the agreement within the stipulated time shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security, in which case the client may make the award to the next lowest evaluated bidder or call for new bids

## Corrupt and Fraudulent Practices

* The Department requires compliance with its policy in regard to corrupt and fraudulent practices. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any thereof, to permit the Bank to inspect all accounts, records and other documents relating to any pre-qualification process, bid submission, and contract performance (in case of award), and to have them audited by auditors appointed by the Bank

## Protection of the Environment

* The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation
* During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under regulations, notifications and by-laws of the State or Central Government, or local authorities and any other law. Byelaw, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority

## Penalty

* Warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client. In case any services are not found as per the prescribed norms or is not carried out in time, if bidder fails to provide the services in time, the Client may impose strict penalty.
* In case the services provided by bidder are found to be unsatisfactory (in terms of street sweeping or delay in changing the liner bag leading to overflowing dustbins or other cleanliness related observations highlighted by the Client for heavy or low/moderate pedestrian footfall road, parking areas, langars, major hotspots or any other assigned location), then the Client may impose a penalty up to INR 5000/- per such case. The Client shall impose penalty if any House Keeping personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a house keeping personnel or found attempt to claim false attendance and shall take such other action as may be required under the circumstances. The Client may impose a penalty up to INR 5000/- per such case.
* The failure to employ adequate number of persons resulting in substandard service will be considered as breach of the terms and conditions under the agreement. The Client may impose a penalty of INR 5000/- per day per incidence on the bidder.

# Annexure A: Standard Forms

**Form 1: Technical Proposal Submission Form**

[Location, Date]

To:

Dear Sirs:

We, the undersigned, offer to provide the Outsourcing services for Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services for 550th Birth Anniversary Celebrations of Shri Guru Nanak Devji (Parkash Parv 2019). In accordance with your Request for Proposal dated [***Insert Date***] and our Proposal. We are hereby submitting our Proposal, which includes a Technical Proposal, and a Financial Proposal.

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

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Form 2: Financial Capacity of Bidder**

|  |  |  |
| --- | --- | --- |
| S.no. | Financial Year | Annual Turnover |
|  |  |  |
|  |  |  |
|  |  |  |

Note: Attach audited financial statements as proof of the above figures

**Form 3: Eligible Assignments of Bidder**

|  |  |  |  |
| --- | --- | --- | --- |
| S.no. | Name of Project\* | Name of Client | Professional Fee received by bidder (in Rs. crore |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*Bidder should provide details of only those assignments that have been undertaken by it under its own name along with satisfactory completion certificate by authority.

**Form 4: Bidder’s organization and experience**

[Provide here a brief (two pages) description of the background and experience of the organization / firm/entity along with methodology to be applied for SWM]

**Form 5: Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector**

**Declaration Letter for “Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services 550th Birth Anniversary Celebrations of Guru Nanak Devji (Parkash Parv 2019)”**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / <Please delete whichever is not applicable> intends to submit a proposal in response to “Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services for 550th Birth Anniversary Celebrations of Guru Nanak Devji (Parkash Parv 2019)”, we also declare that our Company / LLP / Partnership <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation

**Form 6: Declaration that, during the last three years, bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such bidder**

**Declaration Letter for “Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services for 550th Birth Anniversary Celebrations of Guru Nanak Devji (Parkash Parv 2019)”**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / <Please delete whichever is not applicable> intends to submit a proposal in response to “Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services for 550th Birth Anniversary Celebrations of Guru Nanak Devji (Parkash Parv 2019)”**,** we also declare that our Company / LLP / Partnership / <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation

**Form 7: Declaration**

(Date)

To: (Name and address of Client)

**Subject: Financial Proposal**

**Reference: Request for Proposal for Appointment of Manpower Agency for the sanitation and housekeeping services for 550th Birth Anniversary Celebrations of Guru Nanak Devji (Parkash Parv 2019)**

Dear sirs,

We have read and examined the RfP Document dated DDMMYYYY complete with the Terms of Reference, Instructions to Bidders and General Conditions of Contract.

Our financial quote for the provision of services as per the conditions of the RfP are enclosed as Annexure A.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in the RFP Document.

Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the proposal. We understand the Client is not bound to accept any proposal that is received.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Name of Authorised Person

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME OF BIDDER AND SEAL**

# Annexure B: Financial quote

The Quoted Rate, shall be inclusive of rate per day for the worker, labour law compliances, sanitation colony, liner bags, night working charges, reflector jackets, monitoring mechanism, housekeeping tools, and equipment, housekeeping consumables, transportation cost, training cost, etc. complete

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.no. | Particulars | Qty.  | Unit rate (INR) | Amount (INR) |
|  | Manpower Cost (1 worker for a shift of 8 hours) |  |  |  |
|  | Sanitation Colony (At multiple locations)Please quote for the sanitation colony with basic amenities having hygienic and sanitary accommodation for manpower deployed for the eventRate per person  |  |  |  |
|  | **GST, as applicable (INR)** |  |
|  | **Final Amount (INR)** |  |

Rate (in words) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| S.no. | Particulars | Amount (INR) |
|  | Rate per driver (1 driver for a shift of 8 hours) – Rate only |  |
|  | **GST, as applicable (INR)** |  |
|  | **Final Amount (INR)** |  |

Yours faithfully

(Authorized signatory)

Name & Title of Signatory

Name of Bidder

Address