

ADDENDUM No.-1

Subject: Hiring of Manpower Services (Un-Skilled) to work as Safai Karamchhari for Toilet/Urinal/CTC Blocks under the Jurisdiction of South Delhi Municipal Corporation.

NIT No.-EE(Pr)-IWZ/2020-21/TC/04 dated 08.04.2020

S.No.	Page No.	Section of Tender Document	Clause No.	Addendum	Remarks
1	19	Section-II Instructions to Bidders	20.1 (a)	Evaluation Criteria No. 1.3 modified	Replace Page 19 with 19R.
2	19	Section-II Instructions to Bidders	20.1 (a)	Evaluation Criteria No. 1.6 modified	
3	42	Section-IV Special Conditions of Contract (SCC)	3.1 (a)	Clause No. 3.1 (a) modified	Replace Page 42 with 42R.
4	68	Section-VII Price schedule	Notes:9	Note 9 modified	Replace Page 68 with 68R

SK/2020
25/06/2020

**Executive Engineer (Pr.)-IWZ
South Delhi Municipal Corporation**

1.1	Financial Strength (last three years) (only for profit making organization) i. Average annual turnover - 24 Marks ii. Solvency Certificate - 6 Marks 60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	30
1.2	Experience in similar works (last 7 years) The Bidder/Tenderer shall have experience of successfully completed during the last 7 (seven) years ending in the month of March 2020(i.e. 31.03.2020) (i) Three similar works* costing not less than Rs. 732.00 lacs in One Year (40%)OR (ii) Two similar works* costing not less than Rs. 1098.00 lacs in one year (60%)OR (iii) One similar work* costing not less than Rs. 1464.00 lacs in one year(80%) *Similar works means the "Providing Manpower Services on Hiring Basis for cleaning and maintaining the Public Buildings in India" (60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	20
1.3	Performance (Quality) in similar works (last seven years) i. Very Good/ <u>Outstanding</u> 15 ii. Good 12 iii. Fair/ Satisfactory 08 iv. Poor 00	15
1.4	Numbers of Year in Operation i. Upto3 years 03 ii. More than 3 years and upto06 years 05 iii. More than 06 years and upto10 years 10 iv. More than 10 years 15	15
1.5	Number of Manpowers on rolls i. Upto3000 04 ii. More than3001 and upto6000 06 iii. More than 6001 and upto10000 08 iv. More than 10000 10	10
1.6	Quality Assurance Certification of the Company i. ISO (Less than 5 years) 02 ii. ISO (5-10 years) 02 iii. SA 8000 02 iv. OHSAS 18001 <u>or Equivalent</u> 02 v. Any other International Accreditation Certificate 02	10
Total		100

- b. The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.
- c. The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of SDMC evaluation committee. The marks so assigned by SDMC or Advisor(s) would be final and binding on the Bidder/tenderer.
- d. The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above in Clause 20.1
- e. The Benchmark Score to be achieved for technical submission will be decided by the SDMC Evaluation Committee.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT(SCC)

1. The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep SDMC indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the SDMC on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the Acts as amended from time to time. SDMC shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **LABOUR LAW COMPLIANCES**

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. SDMC may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

- (a) **DELETED**

- (b) It is mandatory that the employees must be paid through bank/cheques/RTGS/NEFT only.

- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESIC Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to SDMC every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

RTI-11

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PRICE SCHEDULE

N.O.W:- HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.

The tenderer/bidder shall quote Rate (both in words & figure) for Item as shown in the BOQ

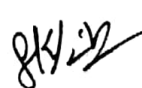

S.No.	Description of Item	Unit (per person)	Rate/Amount (in Rs.) in Figures	Rate/Amount (in Rs.) in words
1.	Providing of Manpower (Unskilled Labour) To Work as Safai Karamchari for Toilet/ Urinal/ CTC Blocks under the Jurisdiction of SDMC (Tentative Requirement of Manpower is 686 Nos.)			
a.	Basic Minimum Wages for Unskilled Person	Per Month	To be paid to the Contractor as per the circulated rate of GNCT of Delhi which is as on date is Rs. 14,842/- per month.	
b.	Contractor Charges (inclusive of Profit + Overheads + Uniform + Providing Toilet Cleaning Chemicals , Liquid Handwash & other Consumables etc.)	Per Month		

**Seal & Signature of Authorized Signatory
on behalf of the Bidder/Tenderer**

Notes:-

1. The tenderer shall paste a transparent cello tape on their quoted rates & amount.
2. The tenderer/bidder shall quote his rates in Indian Rupees only. All the payments shall be made to the contractor only in Indian Rupees.
3. Education Cess, Labour Cess or any other tax etc. as applicable on date of submission of tender shall be paid by the contractor himself. The contractor shall quote his rates considering all such Taxes. The quoted rates of the bidder for Hiring of Manpower Services should be inclusive of all the taxes, duties, except GST.
4. The rates quoted in the words shall be considered in case of any ambiguity.
5. Total Consolidated monthly amount (including Minimum Wages and Contractor Charges etc.) per person should be quoted by the bidder under each of the category separately. The GST, ESI, EPF, EDLI and any other Statutory Deductions etc. shall be reimbursed to the contractor by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor to his deployed employees. A certificate to this effect from a Chartered Accountant is also to be submitted.
6. The bidder should quote the details (price-break up) of the monthly consolidated amount.
7. Quoted Prices shall be valid for a period of **Three years**. However, on revision of minimum wages, the contractor may request in writing for enhancement of minimum wages to the Engineer-in-Charge which shall be considered, if found reasonable by the SDMC and paid to him only after approval of the competent authority.
8. The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).
9. **The quoted consolidated Contractor Charges per person per month shall be inclusive of all charges including Cost of Training, Uniform, Supervisor(s) of the Contractor, Substitutes etc.**

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REPLIES TO PRE BID QUERIES

N.O.W.:HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK ASSAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHIMUNICIPAL CORPORATION.
 NIT No: - EE(P-I)/WZ2020-21/TC/04 dated 08/04/2020.

Pre Bid Meeting Date & Time: - 03/06/2020 at 14:00 hrs.

Sl.no.	Description/Clause	Query/Clarifications asked	Replies by SDMC
M/s Guess Corp Ltd. received vide email dated 20.04.2020			
1	Clause No. 2.1 on Page 44	Kindly provide number of Zone in SDMC Area related to tender	There are four Zones namely West Zone, Najafgarh Zone, South Zone, Central Zone. As per Tender Conditions.
2	Clause No.1.1.3.1.a (d) on Page 6	Indraprastha Institute of Information Technology, Delhi comes in NCT, Delhi. Will SDMC accept this behalf of this point.	Yes
3	Clause No.1.1.3.2 (A) on Page 6	As per definition, Hospitals & Institute comes in Public Building. Will SDMC accept the same on behalf of Public Building.	The Date of Submission of Bids have been extended up to 10.06.2020.
4	Notes:ii on Page 7	SDMC is asking completion certificate in specify format but due to lock down situation in India Govt. client cannot provide such certificate with in time frame. Kindly extend the bid for the same or remove this format from tender document.	The Date of Submission of Bids have been extended up to 10.06.2020.
5	Clause 14 (a) on Page 15	SDMC is asking physical EMD but due to lock down situation banks are not providing such financial instrument on time. Kindly consider our request for the extension of submission of bid for healthy competition.	Please see Addendum No. 1
6	Clause 8.1 (b) on Page 13	As per tender document, bonus will be reimbursed as per actual but in 5th point of financial bid SDMC has mentioned that statutory deductions will be reimbursed and point no 9 you are asking to add bonus in service charges. Kindly clarify	
M/s Guess Corp Ltd. received vide email dated 19.05.2020			
1.	Clause 2.1 on Page 44	Kindly provide number of Zone in SDMC Area related to tender	There are four Zones namely West Zone, Najafgarh Zone, South Zone, Central Zone. As per Tender Conditions.
2	Clause 1.1.3.1.a (d) on Page -06	Indraprastha Institute of Information Technology, Delhi comes in NCT, Delhi. Will SDMC accept this behalf of this point	Yes
3	Clause 1.1.3.2 (A) on Page -06	As per definition, Hospitals & Institute comes in Public Building. Will SDMC accept the same on behalf of Public Building.	Please see Addendum No. 1
4	Clause 8.1(b) on Page -13	As per tender document bonus will be reimbursed as per actual but in 5th point of financial bid SDMC has mentioned that statutory deductions will be reimbursed and point no 9 you are asking to add bonus in service charges. Kindly clarify	Please Refer Clause 2.5 of Section -V of Tender Document.
5	Clause 6.7 on Page -48	As per your point SDMC is saying that bidder will provide smart phone to all workers for attendance system which will increase bidder and departmental cost. Apart of this how SDMC will approve the attendance for those who are working at site but due to network & phone failure they were not able to mark attendance.	Please see Addendum No. 1
6	Clause 1.6 on Page - 19	OHSAS 18001 is not a valid certification as ISO 45001 has replaced OHSAS 18001 as per ISO Norms.	

Director (DEMS)

SE (P)/NGZ

EE (P-I)/WZ

AE(M-III)/WZ

REPLIES TO PRE BID QUERIES

N.O.W.:HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK ASSAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.
 NIT No: - EE(Pr-I)/MWZ/2020-21/TC/04 dated 08/04/2020. Pre Bid Meeting Date & Time: - 03/06/2020 at 11:00 hrs.

7	Clause 1.3 on Page - 19	If client has mentioned outstanding then in which category it will fail.	Please see Addendum No. 1
8	Clause 5.9 on Page - 47	Kindly clarify that what type of theft and damage you are taking. As per scope of work contractor has to provide only two shift services then who will be responsible for night shift.	It shall be strictly as per Clause 5.9, Section V of Tender Document
9	Clause 6.8 on Page - 48	Kindly provide total number of PT/CTC/Urinals so that we can quote accordingly	Around 300 PT/CTC are considered, However Actual Number may vary depending upon the Requirement.
3.	Ms BVG India Ltd. letter received vide email dated 19.05.2020		
1	Clause no 2.5 & 2.6 on Page 44 & 45 Clause 6.2 Page 48	We believe that a company cannot afford to buy a mobile phone for 680 HK boys which would be approximate cost 62 lakhs, per phone approximately Rs 9000 and of course you have to pay for it. In addition, if any new employee works for a week and runs away with a phone, it will be an additional burden for the company. It is not necessary that a daily wage worker can have / afford an Android phone that supports GPS enabled presence app. A worker with a salary of 12.5 thousand cannot afford an expensive android phone as well as a monthly fast internet connection, which is now expensive. Or if they somehow manage the phone every month then we will have to face the issue of internet recharge on their phone as, they get salary amount to run their family. We cannot force them to be an additional burden, and also those they are not a skilled educated workforce to maintain network skills as well as app, it is a type of molestation for workers and labor law violation compliance can attract. Also GPS attendant trials are not running successfully in the currently running tender as android phone is not available for the current workers	As per Tender Conditions.
2	Clause no 3.6 Page 45	Please clarify this clause and also in this contract there is tender for 686 manpower, if the manpower is increased in future, then the cost will be reimbursed or not	The Payment to the Contractor will be made as per Number of Manpower deployed in compliance to Price Schedule.
3	Clause 5.9 Page 47	Working hours are from 6 am to 2 pm and 2 pm to 10 pm in 2 shifts, the premises is in a roadside area with no clock and ward facilities. If there is theft / damage other than duty hours, who will be held responsible, please clarify	It shall be strictly as per Clause 5.9, Section V of Tender Document
4	Clause 6.2 Page 47	According to experiences, any sabotage is manipulated by the user / public or some people intoxicating / smacking in the toilet, on several occasions employees are injured and they are attacked during molestation. What about the cost of damage done by them to the list of toilets. Or If the company has to bear the maintenance cost then there should be a cap amount limit for the work. If any maintenance work exceeds the cap amount then it should be borne by the department	Kindly refer clause 5.9 of Section V of Tender Document.
5	Clause 8.1(b) page 13	Please clarify the bonus and gratuity components, as the bonus is to be paid every year during Diwali at the fixed rate of the state government or central government, please also explain how the gratuity is paid to the workers	As per Tender Conditions.

Director (DEMS)

SE (P)/NGZ

EE (Pr-I)/MWZ

AE(M-III)/MWZ

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REPLIES TO PRE BID QUERIES

N O W : HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK ASSAFI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION
 NIT No. - EE/P-1JWZ/2020-21/TC/04 dated 08/04/2020
 Pre Bid Meeting Date & Time : 03/05/2020 at 11:00 hrs

4.	<p>Ms BVG India Ltd. letter received vide email dated 01.06.2020</p> <p>Clause no 2.5 & 2.6 on Page 44 & 45 Clause 6.2 Page 48</p>	<p>We believe that a company cannot afford to buy a mobile phone for 680 HK boys which would be approximate cost 62 lakhs. per phone approximately Rs 9000 and of course you have to pay for it. In addition, if any new employee works for a week and runs away with a phone, it will be an additional burden for the company. It is not necessary that a daily wage worker can have / afford an Android phone that supports GPS enabled presence app. A worker with a salary of 12.5 thousand cannot afford an expensive android phone as well as a monthly fast internet connection, which is now expensive. Or if they somehow manage the phone every month then we will have to face the issue of internet recharge on their phone as they get salary amount to run their family. We cannot force them to be an additional burden, and also those they are not a skilled educated workforce to maintain network skills as well as app, it is a type of molestation for workers and labor law violation compliance can attract. Also GPS attendant trials are not running successfully in the currently running tender as android phone is not available for the current workers.</p>	<p>As per Tender Conditions.</p>
2	<p>Clause no 3.6 Page 45</p>	<p>Please clarify this clause and also in this contract there is tender for 686 manpower, if the manpower is increased in future, then the cost will be reimbursed or not</p>	<p>The Payment to the Contractor will be made as per Number of Manpower deployed in compliance to Price Schedule.</p>
3	<p>Clause 5.9 Page 47</p>	<p>Working hours are from 6 am to 2 pm and 2 pm to 10 pm in 2 shifts, the premises is in a roadside area with no clock and ward facilities. If there is theft / damage other than duty hours, who will be held responsible, please clarify</p>	<p>The Contractor is responsible for Shifts in which his Manpower is deployed</p>
4	<p>Clause 6.2 Page 47</p>	<p>According to experiences, any sabotage is manipulated by the user / public or some people intoxicating / smacking in the toilet, on several occasions employees are injured and they are attacked during / molestation. What about the cost of damage done by them to the list of toilets. Or if the company has to bear the maintenance cost then there should be a cap amount limit for the work. If any maintenance work exceeds the cap amount then it should be borne by the department</p>	<p>Kindly refer clause 5.9 of Section V of Tender Document. The Contractor is responsible on account of omission and commission by staff deployed by him.</p>
5	<p>Clause 8.1(b) page 13</p>	<p>Please clarify the bonus and gratuity components, as the bonus is to be paid every year during Diwali at the fixed rate of the state government or central government, please also explain how the gratuity is paid to the workers</p>	<p>Please see the Addendum No. 1</p>
6	<p>Clause 2, page 44</p>	<p>You have taken a total of 8 supervisors, according to 2 in each field, this number is much less than that of giving 680 manpower in the tender. It should have at least 34 supervisors to properly maintain the site. Please clarify</p>	<p>As per Tender Conditions.</p>

Director (DEMS)

SE (P)/JWZ

EE (P-1)WZ

AE(M-1)WZ