

Government of India
Ministry of Women & Child Development

Shastri Bhavan, New Delhi

TENDER NOTICE NO. No. 3-4/09-WH/1/2011

“Engagement of agency for operating of Working Women Hostel at Jasola, New Delhi”

Sealed Tender in the prescribed format are invited from suitable agencies for operating of 501 bedded Working Women Hostel , Jasola, New Delhi..

2. The tender documents may be downloaded from website of the Ministry : i.e.. <http://wcd.nic.in> from the date of the publication of the tender notice in the National dailies. The cost of the tender documents (non-refundable) is Rs.500/- (Rupees Five Hundred only) and same is required to be paid by way of demand draft in favour of Pay and Account Officer, Ministry of Women and Child Development, New Delhi, payable at New Delhi enclosing there with the tender documents. The tender documents may also be obtained from the Section Officer, (Working Women Hostel) Room No.621 ‘A’ Wing Shastri Bhawan, New Delhi on any working day between 14.00 hours to 17.00 hours from the date of the publication of the tender notice. The cost of the tender documents (non-refundable) is Rs.500/- (Rupees Five Hundred only) and same to be paid by demand draft in favour of Pay and Account Officer, Ministry of Women and Child Development, New Delhi, payable at New Delhi. The tender documents duly filled in and complete in all respect should be submitted in sealed cover (technical bid ,i.e. Packet A and financial bid, i.e. Packet B in separate sealed covers) and dropped in the tender box (to be placed at the Facilitation Centre, Gate No. 3, Shastri Bhawan, New Delhi) by addressing to “The Director (Working Women Hostel), of Ministry of Women and Child Development, Room No. 546 B , Krishi Bhavan, New Delhi-110001, and the sealed cover should be super scribed with “Tender for engagement of agency for operating of Working Women Hostel at Jasola, New Delhi”. The last date of receipt of tender shall be up to 1500 hrs on 18/4/2011. On the same day the tender shall be opened at 1530 hrs.

Sd/-
Director(Working Women Hostel)

Terms of Reference (TOR)

1.0 Introduction:

The Ministry of Women and Child Development (M/WCD) in collaboration with the Ministry of Development of North Eastern Region (M/DONER) has constructed a five hundred one bedded Hostel at Jasola, New Delhi exclusively for the women of North Eastern States working in and around Delhi. MWCD is looking for a suitably experienced agency for managing the Hostel by providing appropriate level of services in terms of up keeping , cleanliness, housekeeping, security, mess facility, cafeteria, crèche, sick room and emergency medical facilities etc. by engaging suitable number/category of staff. The Hostel is 501 bedded with 167 living rooms and other rooms at various floors which are given as under:

Floors	Living Rooms	Other rooms
Ist floor	32	Nil
2 nd floor	32	Lounge area for TV
3 rd floor	32	Lounge area for TV
4 th floor	32	Lounge area for TV
5 th Floor	28	Lounge area for TV
Ground floor	12	2 nos. of Office room, 1 Sick room, 1 Information room, 1 visitor's room, 1 warden's room, Office-cum reception area , 1 kitchen , Washing area, 1 Common room, 1 library, 1 store room
Total	168 living rooms (one room would be earmarked for crèche)	

2.0 Salient features for the management of the Hostel /Task to be carried out by the Operator :

- (i) The Operator shall be required to maintain the Hostel properly and provide appropriate level of services in terms of up keeping , cleanliness, housekeeping, security, cafeteria, crèche, emergency medical facilities , sick room, lawn/landscape etc. as specified in the Scope of Work by engaging suitable number and category of staff.
- (ii) The initial electricity , water and sewerage connections have been provided by the Government . One time advanced consumption deposits for electricity has been made by the Government. The regular bills for water, electricity and sewerage connections for subsequent time are to be paid by the Operator with effect from the date of commencement of the contract.
- (iii) Electrical substation, Lifts , Fire equipments etc have been also installed in the premises of the Hostel as an one time measure. These shall be manned with trained staff and further maintenance and safety measures are to be carried out by the Operator. Electrical substation, two DG sets of 250m KV each for power back up two lifts , Fire equipments etc are also installed in the premises of the Hostel as an one time measure. These shall be manned with trained staff and further maintenance and safety measures shall be carried out by the Operator.
- (iv) The Operator shall be required to set up kitchen with necessary equipments, cooker and cutlery. The Operator shall also provide other necessary electrical equipments like fridge, water cooler etc in the kitchen and common area .The electronic equipments like TV in lounges , EPBX facilities are to be provided by the Operator. The Government shall not bear any cost for these works and shall be borne by the Operator itself .
- (v) Furniture, Fixture, Fittings and equipments at per Schedule-A have been purchased for the said Hostel from the Government funds which shall remain the property of the

Government and be deemed to be part of this Agreement. These are also required to be maintained/repaired/replaced by the Operator time to time. The aforesaid items provided by the Government shall be one time affair. No other items shall be provided to the Operator during the tenure of agreement. Furniture for office, kitchen, crèche, store, library, information room, visitor's room and warden's room shall be provided by the Operator. Further, the curtains for common area(dinning hall, lounge, kitchen, stores, guest room etc.) shall also be provided by the Operator. Mattress, linens, pillows and curtains of the rooms are to be arranged by the each individual inmate.

- (vi) A Hostel Management Committee shall be set up to look after the overall functioning of the Hostel including Grievances Redressal and they shall meet at frequent intervals to consider and resolve grievances of inmates. The composition of the committee will be Under Secretary (Working Women Hostel) of MWCD, one representative from DONER, one representative from National Women Commission, Operator, one representative from inmate and three members of renowned civil society organizations working for cause of women for NE region.
- (vii) The Hostel at Jasola, New Delhi is meant exclusively for the women of North Eastern States working in and around Delhi. In admission to the Hostel the Operator shall ensure preference to the applicants/inmates from the economically weaker/disadvantaged and vulnerable sections of the society from the North East Region.

3.0.Instructions to the tenderers:

- a) The tender documents downloaded from the website should be submitted along with the cost of tender documents by demand draft.
- b) All tender papers submitted along with the 'Technical Bid' should be serially numbered on the top right hand corner of every page of the Tender Document. This tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be submitted in original with all pages intact. Tender document not submitted in original will be rejected.
- c) Rs 5 Lakhs as EMD should be attached with the Tender Document by demand draft/banker's cheque in favour of Pay and Account Officer, Ministry of Women and Child Development, New Delhi, payable at New Delhi. Bids received without EMD will be summarily rejected. The name of the applicant should be mentioned on the reverse of the respective DD/ Banker's Cheque.
- d) All Annexure except Financial bid should be enclosed along with Packet-A, duly signed and stamped by authorized signatory.
- e) Technical bid (Packet A) and Financial bid (Packet B) should be submitted in two different sealed envelopes, clearly indicating applicant's name on the both envelops. Both these envelopes may be kept in another envelope indicating date of opening of the tender and name of the applicant.
- f) All documents enclosed, in support of Technical Criteria mentioned in Packet –“A”, should be self attested. The original copies are required to be shown at later stage of evaluation of bids.

- g) Late bids received after specified date and time will not be considered .
- h) Technical bids will be opened first and same will be analyzed and evaluated by the Evaluation Committee(EC) constituted by the MWCD. The EC will record in detail the reasons for acceptance or rejection of technical proposals analyzed and evaluated by it.
- i) The Ministry will open the financial bids of only those bidders who have been declared technically qualified by the Evaluation Committee(EC) for further analysis or evaluation and selecting the successful bidder for awarding the contract. The lowest bidder on the basis of rent quoted per inmate per month will be considered for award of the contract.
- j) The successful bidder has to deposit Security Deposit which is equivalent to 5% of accepted tender value by demand draft/banker's cheque in favour of Pay and Account Officer, Ministry of Women and Child Development, New Delhi, payable at New Delhi along with the acceptance letter .

4.0. Eligibility Criteria of the applicant :

- (i) The agency should be registered under relevant law.
- (ii) The agency should have experience and proven track record in implementing similar work in social or hospitality sector and have atleast 3 years experience in managing Hostel/hospitality institute of not less than 100 inmates.
- (iii) The agency should have annual turnover not less than Rs 5.00 Crores in each of preceding three years for all the activities .
- (iv) The key position holders of the agency should be having minimum qualification of the graduation. The supervisors of housekeeping, catering and security should be minimum graduate with at-least two year experience in the relevant fields.

5.0 SCOPE OF WORK

House Keeping and Security Services:												
5.1	Description of cleanliness	Cleaning of rooms including all furniture and fixtures, corridors, stores, toilets, staircases including anything and everything upto ceiling height and ceiling external facia, roof, pathways, lawns, parks, kuccha ground, boundary walls, glass panes with suitable Eco friendly and Biodegradable cleaning chemicals, suitable hand, mechanically and electrically operated equipments/machines and specified manpower.										
5.2	Standard of Housekeeping services	The Operator shall provide following standard of services with respect to housekeeping.										
		<table border="1"> <thead> <tr> <th>Type of Work</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td>Cleaning floors, Windows internally including timber work in the rooms</td> <td>Once daily</td> </tr> <tr> <td>Dusting/ Cleaning of chairs. Beds Furniture in the rooms</td> <td>Once daily</td> </tr> <tr> <td>Swabbing/Wet mopping entire floor</td> <td>Twice daily</td> </tr> <tr> <td>Cleaning of toilets, commodes, basins, urinals in common areas</td> <td>Once daily</td> </tr> </tbody> </table>	Type of Work	Frequency	Cleaning floors, Windows internally including timber work in the rooms	Once daily	Dusting/ Cleaning of chairs. Beds Furniture in the rooms	Once daily	Swabbing/Wet mopping entire floor	Twice daily	Cleaning of toilets, commodes, basins, urinals in common areas	Once daily
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		Washing toilet floor with detergent attached with rooms	Once daily	
		Removal of stain from floor, ceiling walls, partitions, furniture and fittings	Once in a week	
		Garbage disposal in dustbins/ spittoons	Twice daily	
		Disposal of Dust , garbage, and other waste material arising from sweeping	Twice daily	
		Cleaning of cobweb	Once in a month	
		Cleaning of glass and other glazed portions	Twice a week	
		Pest control	Once a week	
		Painting of walls, Doors. Internally and externally	Once in three years	
		Painting of walls, Doors. Externally with Apex /weather coat	Once in three years	
		Petty maintenance	As and when required	
		Operation of lifts	As and when required	
		Operation of DG sets	As and when required	
		Operation of pumps	As and when required	
		Any other job not specified above	As and when required	
5.3	Description of security Services	The Operator shall deploy adequate number of Security Guards to safe guard the Hostel premises, lawns, cafeteria etc. and in and around areas of the Hostel by own or engaging suitable agency and to prevent the unauthorized entry of anybody into the Hostel in order to safeguard life and property of the Hostel from the illegal activities and trespassers to avoid using the roadside of the Hostel by unauthorized occupation by vendors or by others. The Operator will develop a mechanism for maintaining problem free environment.		
5.4	Standard of Security services	<ul style="list-style-type: none"> • The Operator shall provide proper uniform consisting of full pants, shirts, cap, and lanyard with whistle, belt, shoes, badges, identity cards, torch lights, etc to the security guards and shall ensure that their turnout is smart in all respects. • The Operator shall be responsible for the discipline of the Security Personnel employed by it. • The Operator shall provide extra security guards if desired by Government, during the period of the contract, if the situation so warrants. • The security staff shall safeguard the documents, appliances, fitting materials and property of inmates and Building. The Operator will provide round the clock security arrangements in all the days in the Hostel breaking into three shifts on 8 hourly basis without any lapse. In addition to providing security to the life and belongings, the services include patrolling of the required area at all times during day and night on 24 hours basis, giving instructions to park private vehicles at proper place, watching the movements of visitors. • The antecedents of the security guards should be duly verified by 		

		<p>the local police and correspondingly ensured by the Operator before their deployment in the Hostel. Only able bodied, physically fit, well-trained and disciplined personnel shall be appointed for duty. Persons so deployed shall be with minimum 10th standard qualification with good moral character and shall not be below 21 years and above 55 years. They should have the experience in the security service for a minimum period of 5 years.</p> <ul style="list-style-type: none"> • The security guards shall be vigilant so that no person shall carry away any articles belonging of inmates/Hostel out of its building, and on finding such events, he shall immediately inform the concerned officer-in-charge and act in accordance with the instructions given by him/her from time to time. • The security guards shall be vigilant so that no person without proper authority shall enter the Hostel premises. They shall protect the roadside of the Hostel from unauthorized occupation by vendors or by others. • Senior Official of the Operator shall visit and check the Security staff periodically in different shifts and monitor their performance. A record of such visit shall be kept and shown to the Government whenever required. • The Operator shall be responsible for all acts or omission of its employees in relation to assets directly handed over and personally guarded by the security staff. In cases of any theft/pilferage of any property belonging to the inmates/ office building, the concerned security-in-charge of the Operator will immediately register complaints with the police and inform the Government for immediate follow-up investigation. It will be the responsibility of the Operator to pursue the matter with the police with the assistance of the concerned officer of the Government. • If any of the security guard provided in the Hostel is found indulging in any undesirable or unfair activities in the premises of the office, the Operator will be solely responsible for all the consequences apart from the action of Government to lodge complaints before the appropriate authorities. • The security staff engaged by the Operator shall be in the employment of the Security Agency which have provided the security staff. The Operator shall be responsible for payment of wages as minimum wages as prescribed/revised from time to time by the State Government and such other service benefits to its personnel posted • Any cost of loss/damage caused to the Hostel property due to negligence of security staff shall be recovered from the Operator.
Mess/Catering Services:		

5.5	Standard of Catering Services	<p>The Operator shall provide mess facility by setting up of kitchen within two months of commencement of contract agreement in force. The Operator shall provide a variety of vegetarian and non-vegetarian food items and beverages so as to cater to Working Women of North Eastern States.</p> <ul style="list-style-type: none"> • The catering services provided should be compliant to the manual on Food Hygiene and the Hazard Analysis and Critical Control Point (HACCP) guidelines. Obtaining HACCP certificate for kitchen area shall be desirable. • Quality of staff: staff should be well trained, groomed and properly uniformed. • Every food handler should have medical checkup and provide medical fitness certificate. • The following items shall not be sold, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Beef and Pork shall not be used in any form in any food items
Crèche facility		
5.6	Description of Crèche	<p>The Operator shall provide Crèche facility. The Operator would deploy adequate female staff to operate crèche for the pre-school children of the working mothers living in the Hostel. No children from outside shall be permitted to avail crèche facility .</p>
Emergency Medical Facility		
5.7	Description of Medical facility	<p>The Operator shall provide Medical First aid and arrangement to reach doctor/hospital in case of need/emergency. Operator shall maintain one sick room with a trained female medical attendant. The medical attendant will provide emergency medical services to the inmates. The facility for making available of doctor on call on payment basis to attend the sick inmate at Hostel shall also to be provided.</p>
Eligibility criteria of the inmates and procedure of allotment of seats in the Hostel		
5.8	Eligibility criteria of the inmates and procedure of allotment of beds	<p>The following shall be the eligibility criteria for allotment of seats in the Hostel:</p> <ol style="list-style-type: none"> (a) The Operator shall allot seats/beds only to the women belonging to North Eastern States without any distinction with respect to state, caste, religion, marital status etc presently working or under training in Delhi area /National Capital Region. Working women, who may be single, widowed, divorced, separated, married but whose husband or immediate family does not reside in the Delhi/NCR will be eligible to seek accommodation in the Hostel. (b) Preference may be given to working women from disadvantaged sections of the society and physically challenged. (c) Women from NE region who are under training for job provided the total training period does not exceed one year may also be accommodated if there is vacancy available after accommodating working women. The number of women under training for job should not exceed 30% of the total capacity of the Hostel. (d) Girls up to the age of 18 years and boys up to the age of 5 years, accompanying working mothers will be provided accommodation, with their mothers. Working mothers will also be able to avail of the services of the Day Care Centre, as

		<p>provided under the scheme.</p> <p>(e) The working women shall be entitled to Hostel facilities provided their gross income does not exceed Rs.30,000/- consolidated (gross) per month. When the income of any working woman already residing in a Hostel exceeds the prescribed limits, she will be required to vacate the Hostel within a period of two months of crossing the income ceiling.</p> <p>(f) The rent for women under training for job shall not exceed the rent charged from the working women.</p> <p>(g) No working woman will be allowed to stay in a Hostel for more than three years. In exceptional circumstances, the Government may recommend extension of stay recording reasons in writing for some working women beyond the three years period, subject to the condition that the total stay of the woman, with extensions, shall not exceed five years.</p>
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6.0. FINANCIAL TERMS AND CONDITIONS

6.1	Security Deposit	Successful bidder shall deposit the Security Deposit which is equivalent to 5% of the accepted tender value along with acceptance of award of contract. The tender value shall be calculated on the basis of rent quoted per month for each inmate X 501 X 12 month X 5 years. Security Deposit shall be payable through Demand Draft/Banker's Cheque drawn at New Delhi in favour of PAO, Ministry of Women and Child Development, New Delhi.
6.2	Refund of Security Deposit	The Security Deposit will be refunded without interest at the time of peaceful vacation of the premises by the Operator after providing for settlement of all dues or arrears arising out of the use of premises by the Operator.
6.3	Maintenance of records	Operator shall maintain proper records and make it available for inspection. The Operator shall also be required to furnish the consolidated Audited Accounts/Balance Sheet, duly certified by a Chartered Accountant, of the project by the September of the next financial year.
6.4	Payment of other charges by the Operator	The Operator shall deposit service tax, sale tax, VAT, electricity bills, water bill, sewage bills, telephone bills, land revenue, property tax of the Hostels, municipality taxes etc. to the relevant authorities within the stipulated time periods. Government shall not be liable to pay any liability.
6.5	Collection of Rent from the inmates	<p>The rent to be charged from the inmates per month will be based on the financial offer of the agency in financial bid.</p> <p>The Operator may collect two months advance rent as security money (refundable) at the time of admission of the respective inmates.</p> <p>The rent collected shall cover expenses towards water, sewerage bills, etc., office expenses, staff costs, all taxes/revenue of the land and building etc.</p> <p>Rent does not include electricity bill which will be levied separately from the inmates based on actual consumption of the whole Hostel building.</p> <p>Rent does not include the use of mess, crèche, washing of cloths, ironing etc.</p> <p>Revision of rent may be considered after three years of the commencement of the contract period by a committee of representatives from MWCD, DONER, AS & FA (MWCD), Operator and representative of the inmates.</p>

6.6	Collection of Electricity Charges from the inmates	The Operator shall collect electricity charges separately from each of the inmate of the hostel. Monthly electricity charges as per the bills of the whole building shall be collected separately from the inmates for every quarter and it shall be calculated on actual consumption by equally distributing among the inmates.
6.7	Collection of mess charges	As and when mess facility is introduced, the agency can charge separately for mess facility from the inmates. Availing the mess facility shall be optional for the inmates.
6.8	Collection of crèche charges	Rent for availing crèche facility shall be charged by the Operator from the working mothers living in the hostel.
6.9	Financial support from MWCD	No subsidy or financial support will be provided to the Operator by MWCD in any form after handing over the premises to the Operator.

7.0. Tenure of the Contract

7.1	Total tenure of contract	The contract for allotment of work shall be applicable for a period of 5 years which may be renewed for another period of five years on satisfactorily running of the Hostel. In exceptional circumstance, the Government may terminate the contract by giving a three months notice. The decision of the Government shall be final.
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8.0 Submission of bids:

8.1	MWCD reserves the right to terminate the bidding process	MWCD reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason. The bidding process is completed with the issue of letter of award of contract to the successful bidder by MWCD.
8.2	Bids not to be entertained	Conditional / telegraphic bids, late bids shall not be entertained. Photocopy/reproduction on party's letterhead is not permissible. Financial bid, including all the pages of the bid document, duly stamped and signed by the bidder(s) should be submitted in original, unless specified otherwise, in their respective envelopes. Bids received after 1500 Hrs. on the due date for submission of bids will not be entertained. Bids received without EMD and cost of tender document (in case tender papers obtained from website) will not be entertained.
8.3	Over writing/cutting not allowed	No over writing/cutting/insertion in the Bid document is allowed. The Bids once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained. However, MWCD may call for additional documents from bidders.

8.4	Signing and stamping of bid document	All the pages of the Bid document must be signed and stamped by the authorized signatory of the applicant. In case of Proprietorship/Partnership firms authorized signatory shall be Proprietor/Partner of the firm and in case of company authorization from the Chairman of the Co., Copy of the Board's resolution along with attested signature of the signing authority, failing which the Bid will be treated as invalid.
8.5	Withdrawal of bid	The bidder may withdraw its bid after submission, provided that written notice of withdrawal is received by MWCD at-least one day in advance, excluding the date of receipt of bid.
8.6	Date of Submission	In case the date of submission of the Technical Bids is a holiday or declared as holiday, the Bids will be opened on the next working day at the same time.
8.7	Corrupt or Fraudulent Practices	MWCD reserves the right to verify the authenticity of the documents submitted as technical bid –Packet-A, by the applicant. MWCD shall inspect the physical assets of the successful bidder / applicant as declared in the technical bid (Packet-A) If such an applicant is awarded the licensee and on a later date if it is noticed that the Operator has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, the MWCD may, after given 14 days notice to the Operator, terminate the contract. For the purpose of this Sub-Clause: <i>“Corrupt practices”</i> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; <i>“Fraudulent practice”</i> means a misrepresentation of facts or submission of forged documents in order to influence a procurement process or the execution of a contract to the detriment of the MWCD, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.

9.0 System of awarding of Contract

9.1	Award of contract to the lowest bidder	Contract to manage the operations of Jasola Hostel will normally be awarded to the agency quoting lowest amount of rent (per inmate per month) in Financial bid subject to fulfillment of the terms and conditions of the contract. The bidding will be in two parts i.e. Technical bid (Packet A) and Financial bid (Packet B). In case there is a tie between two or more bidders in Financial bids , the bidder holding highest annual turn over will be considered eligible for the award of the contract. The MWCD reserves the right not to accept bid (s) from agency(ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investing Agencies/Vigilance Cell or blacklisted by any government authority . The MWCD is not bound to accept the lowest bidder or to assign any reason for non-acceptance. Conditional bids will be rejected outright. The MWCD reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s). The MWCD reserves the right to withdraw/cancel the bid document at any stage. Decision of the competent authority of the MWCD to accept or reject any bid shall be final and binding.
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9.2	Debarment of the bidders	In case the successful bidder (lowest financial bid) refuses to accept the offer of award of contract, he will be debarred from participating in the bidding process of future projects of MWCD for a period of one year and his EMD will be forfeited.
9.3	Validity of bids	The financial bids submitted by the bidders will remain valid for One hundred and twenty (120) days from the date of submission of the bid.

10.0 Conditions Governing the Performance of the Operator:

10.1	Acceptance of award of Contract and submission of Security Deposit	Successful party would be required to accept the offer for award of contract along with payment of security deposit as per schedule prescribed by MWCD. In case the party fails to accept the offer of award of contract, his Earnest Money Deposit (EMD) shall be forfeited by MWCD. The party shall be debarred from participating in the future projects of MWCD for a period of one year. The selected party would be required to deposit a sum of rupees equivalent to 5% of the value of the contract for the period of five years, the amount is calculated on the basis of rent quoted by the party for per inmate per month.
10.2	Failure to deposit taxes, duties, bills etc	The Operator is required to deposit service tax, sale tax, VAT, electricity bills, water bill, sewage bills, telephone bills, land revenue, property tax of the Hostels etc. to the relevant authorities within the stipulated time periods. MWCD is not liable to pay any liabilities. Suitable actions may be taken by MWCD against the Operator for default as deemed fit and proper and may also lead to termination of the contract.
10.3	Execution of agreement	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper at his cost before handing over of the site. Till then the terms and conditions as per this tender document and letter of award of contract shall form the binding agreement between MWCD and the Operator.
10.4	Liability of MWCD	The Government shall not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Operator.
10.5	Notice by Courier/ Registered AD	In the event of any dispute or difference arising under these conditions of Contract or in connection with this Contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same shall be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.'. All questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to or concerning the construction, or effect of presents (excepts as to matters the decision whereof is other-wise herein before, expressly provided for) shall be referred to the arbitration of the sole arbitrator to be nominated by the Government on recommendation of Secretary, Department of Legal Affairs, Ministry of Law and Justice, whose decision in this regard shall be final and binding on the Operator.
10.6	Entitlement of compensation	In case the Operator suffers any loss on account of its being restrained by the Government or any competent authority for indulging in illegal activities or any contravention of any law, it shall not be entitled to any compensation whatsoever from the

		Government.
10.7	Verbal or written arrangements other than the agreement	Except as otherwise provided any verbal or written Arrangements abandoning varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the Government unless until the same is endorsed on the Agreement or incorporated in a formal instrument and signed by the parties.
10.8	Liability for provision of Consumer Protection Act.	The Operator accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Operator, his workmen, servants and agents. The Operator shall indemnify the Government administration from and against all payments made under the provision of the said Act or law including all costs, litigation costs etc. Any money which may become payable by the Government as aforesaid shall be deemed to be money payable to the Government by the Operator and in case of failure by the Operator to repay the Government any money paid by it as aforesaid within seven days after the same have been demanded by the Government. The Government shall be entitled to recover the same from the Security Deposit or from any money due to the Government by the Operator.
10.9	Safety management , of Building, Lift, Kitchen, Electrical Substation etc.	The electrical substation, lifts , fire equipments, electrical equipments etc are to be maintained by the Operator. Safety management of the equipments and building shall be ensured by proper surveillance and timely inspections by concerned authorities.

11.0 Events of Default:

11.1	Breach of any terms and conditions of the Contract	In the event of any breach of the said terms and conditions of the Contract, the Government shall be entitled to forfeit the whole or the part of the Security Deposit fee besides terminating or revoking the Contract and debaring the Operator from participating in the future projects of the Government and also reserves the right to impose penalties/fines for failures noticed during inspections and/or complaints from users. The decision of Government in this regard shall be final and binding.
11.2	Termination of Contract on other events of default	Government shall also be entitled at any time to terminate this contract with the Operator forthwith without any notice in any of the following events: (a) In the event of the Operator being convicted by a court of law under the provisions of criminal procedure code or any other law (b) In the event of the Operator being a proprietor or, if a firm, any partner in the Operating firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time

		<p>being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Operator being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily.</p> <p>(c) Repudiation of Agreement by Operator or otherwise evidence of intention not to be bound by the Agreement.</p> <p>(d) Failure to adhere to any of the due dates of payment specified in the terms and conditions. Immediately on the determination of this Agreement the Operator shall peacefully vacate the premises and hand over to the Government administration all articles in the custody or possession of the Operator and shall remove all his stores and effects from the said premises.</p> <p>(e) In default the Government shall be entitled to enter and take possession of the said premises and to lock up the same or remove the furniture or other articles of the Operator that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by the Government from the rent proceeds or from the Security Deposit .</p>
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12.0 Hygiene and Quality Control:

12.1	Collection of food samples	Government reserves the right to get the food samples / raw material collected and tested at approved laboratories at the cost of the Operator. The Operator shall be required to and make it available for inspection.
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13.0 Other conditions:

13.1	Payment of taxes/dues	The Operator will be liable for payment of all taxes/duties and other liabilities in respect of the business.
13.2	Liability for compensation/damages	The Operator shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Operator, his workmen, servants and agents.
13.3	Assignment of Contract	Operator shall not, without the prior consent of the Government, assign the contract or any part thereof, or any benefit or interest therein or there under to any other person.
13.4	Compliance of instructions	The Operator shall comply with any other instructions issued by Government from time to time within a reasonable time, as may be necessary to ensure better services.
13.5	General	The Government reserves the right to amend any of the clauses of

		the agreement and also to add fresh clauses from time to time. The mutually agreed addendum in this regard shall be added to the agreement within 15 days of the changes made. Similarly, Government reserves the right to extend or reduce any clause stipulated in the agreement herein above, in order to meet operational exigencies.
13.6	Eligibility and General conditions for deployment of staff for mess, medical and crèche facilities	The Operator shall engage adequate number of female staff minimum matriculate with having adequate knowledge and training of child care to provide the service of preschool going children of working women of the Hostel. The Operator shall engage one female trained staff as medical attendant for providing emergency medical services besides tying up of doctor to visit the Hostel on demand.
13.7	Uniform, Health and police verifications of the staff	The Operator shall ensure that the staff deployed should wear neat and clean and proper uniform. The Operator shall ensure that the all the staff deployed in the Hostel with good moral standard and should not have any past criminal records and these are to be got verified by Police authority before deployment in the Hostel. The staff should undergo proper medical check up by the Government hospitals/authority and should not suffer from any communicable diseases at the time of deployment in the Hostel. Periodic health check up of the staff shall be ensured.
13.8	Maintenance of proper record	The Operator shall maintain proper record of the working woman residing in the Hostel. It is essential that an application form duly filled and signed with inmates in recent Photographs with mobile numbers, permanent address proof, office address with phone numbers, salary slips, employer certificate, status of job (temporary or permanent), ID proof issued by the employer etc. are to be maintained and kept in the safe custody. The list of mothers with children with joint photographs are also to be maintained properly in the similar manner. The Operator will also maintain records of the inmates Category-wise (married / single / widow / SC /ST /OBC /Minorities /PH) and State-wise.

14.0. Force Majure

14.1	Force Majure	In the event of any unforeseen event directly interfering with the operation of Contract arising during the currency of the Contract agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Operator shall, within a week from the commencement thereof, notify the same in writing to the Government with reasonable evidence thereof. The Hostel shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the said property cannot be rendered fit for occupation and use for more than thirty days, the period of Contract shall be further extended for the period during which contract was not
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		operational.
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15.0 Arbitration:

15.1	Arbitration	In the event of any dispute or difference arising under these conditions of Contract or in connection with this Contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.'. All questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to or concerning the construction, or affect of presents (excepts as to matters the decision whereof is other-wise herein before, expressly provided for) shall be referred to the sole arbitration of the officer or person nominated by the Government whose decision in this regard shall be final and binding on the Operator.
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16.0 Indemnification :

16.1	Indemnification	The Operator shall keep the Government indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc. which may incur on account of non-compliance or violation by the selected agency or otherwise. A detailed inventory of items provided by MWCD is to be maintained and same to be returned to MWCD on completion of the tenure of the contract.
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17.0 Jurisdiction:

17.1	Jurisdiction	The contract shall be governed by laws of India and all Government rules on procurement of services issued from time to time subject to the provisions described at Para 10.5 of the tender document, the courts at New Delhi shall have exclusive jurisdiction..
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18.0. Monitoring of the Contract:

18.1	Monitoring of the Contract	The authorized officer of the Government will undertake quarterly inspection of the Hostel to assess overall performance of the services of the Operator .In addition that officer of the Government may do surprise inspections on a random basis. The Hostel Management Committee will shall be set up to meet at frequent intervals to consider and resolve grievances of inmates relating to services rendered by the Operator.
19.2	Quality Control/Quality Assurance	In addition to inspections from Government side, the Government will engage third party to check the Quality Control/Quality Assurance of the services rendered by the Operator in time to time.
20.3	Penalty	A fine upto a maximum of Rs.10,000/- may be charged from the Operator in the event of any irregularity found during each inspection. In case of serious irregularities, the Government may even terminate the contract.

Technical Bid : Packet A
“Tender for operating of Working Women Hostel , Jasola, New Delhi”.

From: _____

Pin Code :

To,
The Director (Working Women Hostel),
Ministry of Women and Child Development,
Government of India ,
Room No. 546 B , Krishi Bhavan, New Delhi-110001,

Subject:-Submission of technical bid for Engagement of agency for operating of Working Women Hostel at Jasola, New Delhi

Sir,

I submit herewith following documents in supports of technical bids for above mentioned subject:

SN	Name of documents	No of pages	Purpose	Remarks if any

Encl:

Yours faithfully,

(Signature)
Name in block letter
Date
Designation

Technical Bid : Packet A

For Engagement of agency for operating of Working Women Hostel at Jasola, New Delhi

Following documents are to be submitted by the bidder:

- (i) Certificate of Registration under relevant provision.
- (ii) The organization's profile including ownership structure, management team and relevant experience/track record in implementing similar work in social or hospitality sector with the evidence of experience of at least 3 years of managing Hostel/hospitality institute of not less than capacity of 100 inmates.
- (iii) Evidence about annual turnover and certified copies of audited balance sheet of last three years of the organization. The organization should have annual turnover not less than Rs.5.00 Crores for preceding three years for all activities.
- (iv) A brief write-up on understanding of the project concept and objective with suggested components of the work costing, implementation methodology and relevant aspects of the work. The write-up should also reflect the understanding of the organization about the sensitivities of the girls/women of North Eastern Region of India residing in New Delhi.
- (v) The qualification and experience details of the key position holders of the agency as well as the supervisors of housekeeping, catering and security services to be deployed.

Financial Bids Packet B

“Tender for operating of Working Women Hostel , Jasola, New Delhi”.

To,
The Director (Working Women Hostel),
Ministry of Women and Child Development,
Government of India ,
Room No. 546 B , Krishi Bhavan, New Delhi-110001,

Subject:-Submission of financial bid for Engagement of agency for operating of Working Women Hostel at Jasola, New Delhi

Sir,

I am hereby submitting herewith following rate in supports of technical bids for above mentioned subject.

S. No.	Particulars	Amount (in Rs)	In words
01	Rent per inmate per month		

Signature

Name

Designation

Complete Address

Phone No.

E-Mail ID

DRAFT AGREEMENT

THIS AGREEMENT made this day of ----- BETWEEN the President of India, acting through concerned Director/Dy. Secretary/Division Head of Government of Women & Child Development(Government), Government of India (hereinafter referred to as “ the Government” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns) of the one part AND the Operator(a body registered under the ----- Act -----acting through its President/Secretary, Mr./Ms. -----, (hereinafter referred to as “Operator” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, executors, representatives and permitted assigns) of the other Part.

2. Considering the difficulties faced by working women of North Eastern Region working in and around Delhi, Government of Women & Child Development in collaboration with Government of Development of North Eastern Region, Government of India have constructed a Working Women Hostel known as ‘Jasola Working Women Hostel’ at Jasola, Pocket 6, New Delhi- 110025 (hereinafter referred to as the “said Hostel”):

- (i) to provide safe and secure accommodation to working women and women under training for jobs exclusively from North Eastern States working/living in and around Delhi (hereinafter referred to as “Delhi”) who are unmarried/ widowed/ separated/ married women living apart from families;
- (ii) to ensure preference of the applicants/inmates from the economically weaker/disadvantaged and vulnerable sections of the society from the North East Region in admission to the hostel;
- (iii) to maintain safe and secure environment for the working women;
- (iv) to manage the Hostel with the aim of providing affordable accommodation at reasonable rates as approved by the Government;
- (v) to provide inmates nutritious meals at reasonable rates, prepared in clean and hygienic environment;
- (vi) to run a crèche for children depending upon the requirement and the charges for running the crèche shall be met from the mother of the children;

3. And Whereas it has been mutually agreed between the GOVERNMENT and the Operator that the said organization shall run the said Hostel for a period of five years w.e.f. ----- to ----- on the terms and conditions hereafter appearing.

4. NOW, THEREFORE, this agreement witnesses as under:-

TERMS & CONDITIONS:

1. Furniture, Fixture, Fittings and equipments at per Schedule-A have been purchased for the said Hostel from the Government funds which shall remain the property of the Government and be deemed to be part of this Agreement. These are also required to be maintained/repaired/replaced by the Operator time to time. The aforesaid items provided by the Government shall be one time affair. No other items shall be provided to the Operator during the tenure of agreement. Furniture for office, kitchen, crèche, store, library, information room, visitor’s room and warden’s room shall be provided by the Operator. Further, the curtains for common area(dinning hall, lounge, kitchen, stores, guest room etc.) shall also be provided by the Operator. Mattress, linens, pillows and curtains of the rooms are to be arranged by the each individual inmate.

2. No asset shall be disposed off without obtaining the prior approval of Government except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in General Financial Rules, 2005 (GFR);
3. The Agreement shall be in force for a period of 5 years, which may be renewed for another period of five years on satisfactory running of the Hostel. In exceptional circumstance, the Government may terminate the contract by giving a three months notice. The decision of the Government shall be final.
4. The Hostel at Jasola, New Delhi is meant exclusively for the women of North Eastern States working in and around Delhi. In admission to the Hostel, the Operator shall ensure preference to the applicants/inmates from the economically weaker/disadvantaged and vulnerable sections of the society from the North East Region.
5. The Operator shall be required to maintain the Hostel properly and provide appropriate level of services in terms of up-keeping, cleanliness, housekeeping, security, cafeteria, crèche, emergency medical facilities, sick room, lawn/landscape etc. as specified in the Scope of Work by engaging suitable number and category of staff.
6. The initial electricity, water and sewerage connections have been provided by the Government. One time advanced consumption deposits for electricity has been made by the Government. The regular bills for water, electricity and sewerage connections for subsequent time are to be paid by the Operator with effect from the date of commencement of the contract.
7. Electrical substation, Lifts , Fire equipments etc have been installed in the premises of the Hostel as an one time measure. These shall be manned with trained staff and further maintenance and safety measures are to be carried out by the Operator. Electrical substation, two DG sets of 250m KV each for power back up of two lifts, Fire equipments etc. have also been installed in the premises of the Hostel as an one time measure. These shall be manned with trained staff and further maintenance and safety measures shall be carried out by the Operator.
8. The Operator shall be required to set up kitchen with necessary equipments, cookeries and cutleries. The Operator shall also provide other necessary electrical equipments like fridge, water cooler etc in the kitchen and common area .The electronic equipments like TV in lounges, EPBX facilities shall be provided by the Operator. The Government shall not bear any cost for these works and shall be borne by the Operator itself.
9. A Hostel Management Committee shall be set up to look after the overall functioning of the Hostel including Grievances Redressal and they will meet at frequent intervals to consider and resolve grievances of inmates. The composition of the committee shall be Under Secretary (Working Women Hostel) of Government, one representative from DONER, one representative from National Women Commission, Operator, one representative from inmate and three members of renowned civil society organizations working for cause of women for NE region. The authorized officer of the Government shall undertake quarterly inspection of the Hostel to assess overall performance of the services of the Operator .In addition, officer of the Ministry may do surprise inspections on a random basis.
10. The Operator shall ensure cleaning of rooms including all furniture and fixtures, corridors, stores, toilets, staircases including anything and everything upto ceiling

height and ceiling external facia, roof, pathways, lawns, parks, kuccha ground, boundary walls, glass panes with suitable Eco friendly and Biodegradable cleaning chemicals, suitable hand, mechanically and electrically operated equipments/machines and specified manpower. Standard of Housekeeping services shall be as under:

Type of Work	Frequency
Cleaning floors, Windows internally including timber work in the rooms	Once daily
Dusting/ Cleaning of chairs. Beds Furniture in the rooms	Once daily
Swabbing/Wet mopping entire floor	Twice daily
Cleaning of toilets, commodes, basins, urinals in common areas	Once daily
Washing toilet floor with detergent attached with rooms	Once daily
Removal of stain from floor, ceiling walls, partitions, furniture and fittings	Once in a week
Garbage disposal in dustbins/ spittoons	Twice daily
Disposal of Dust , garbage, and other waste material arising from sweeping	Twice daily
Cleaning of cobweb	Once in a month
Cleaning of glass and other glazed portions	Twice a week
Pest control	Once a week
Painting of walls, Doors. Internally and externally	Once in three years
Painting of walls, Doors. Externally with Apex /weather coat	Once in three years
Petty maintenance	As and when required
Operation of lifts	As and when required
Operation of DG sets	As and when required
Operation of pumps	As and when required
Any other job not specified above	As and when required

11. The Operator shall deploy adequate number of Security Guards to safeguard the Hostel premises, lawns, cafeteria etc. in and around areas of the Hostel to prevent the unauthorized entry of anybody into the Hostel in order to safeguard life and property of the Hostel from the illegal activities and trespassers to avoid using the roadside of the Hostel from unauthorized occupation by vendors or by others. The **Operator** shall develop a mechanism for maintaining problem free environment.

Following shall be Standard of Security services:

- a) The Operator shall provide proper uniform consisting of full pants, shirts, cap, and lanyard with whistle, belt, shoes, badges, identity cards, torch lights, etc to the security guard and shall ensure that their turnout is smart in all respects.
- b) The Operator shall be responsible for the discipline of the Security Personnel employed by it.
- c) The Operator shall provide extra security guards if desired by the Government, during the period of the contract, if the situation so warrants.

- d) The security staff shall safeguard the documents, appliances, fitting materials and property of inmates and Building. The Operator shall provide round the clock security arrangements in all the days in the Hostel breaking into three shifts on 8 hourly basis without any lapse. In addition to providing security to the life and belongings, the services include patrolling of the required area at all times during day and night on 24 hours basis, giving instructions to park private vehicles at proper place, watching the movements of visitors.
 - e) The antecedents of the security guards should be duly verified by the local police and correspondingly ensured by the Operator before their deployment in the Hostel. Only able bodied, physically fit, well-trained and disciplined personnel shall be appointed for duty. Persons so deployed shall be with minimum 10th standard qualification with good moral character and shall not be below 21 years and above 55 years. They should have the experience in the security service for a minimum period of 5 years.
 - f) The security guards shall be vigilant so that no person shall carry away any articles belonging of inmates/Hostel out of its building, and on finding such events, he shall immediately inform the concerned officer-in-charge and act in accordance with the instructions given by him/her from time to time.
 - g) The security guards shall be vigilant so that no person without proper authority shall enter the Hostel premises. They shall protect the roadside of the Hostel from unauthorized occupation by vendors or by others.
 - h) Senior Official of the Operator shall visit and check the Security staff periodically in different shifts and monitor their performance. A record of such visits shall be kept and shown to the Government whenever required.
 - i) The Operator shall be responsible for all acts or omission of its employees in relation to assets directly handed over and personally guarded by the security staff. In cases of any theft/pilferage of any property belonging to the inmates/ office building, the concerned security-in-charge of the Operator shall immediately register complaints with the police and inform the Government for immediate follow-up investigation. It shall be the responsibility of the Operator to pursue the matter with the police with the assistance of the concerned officer of the Government.
 - j) If any of the security guard provided in the Hostel is found indulging in any undesirable or unfair activities in the premises of the office, the Operator shall be solely responsible for all the consequences apart from the action of the Government to lodge complaints before the appropriate authorities.
 - k) The security staff engaged by the Operator shall be in the employment of the Security Agency which have provided the security staff. The Operator shall be responsible for payment of wages as minimum wages as prescribed/revised from time to time by the State Government and such other service benefits to its personnel posted.
 - l) The cost of loss/damage caused to the Hostel property due to negligence of security staff shall be recovered from the Operator.
12. The Operator shall provide mess facility by setting up of kitchen within two months of commencement of contract agreement in force. As and when mess facility is introduced, the agency can charge separately for mess facility from the inmates. Availing the mess facility shall be optional for the inmates.

Following shall be Standard of Catering Services:

- a) The Operator shall provide a variety of vegetarian and non-vegetarian food items and beverages so as to cater to Working Women of North Eastern States.
- b) The catering services provided should be compliant to the manual on Food Hygiene and the Hazard Analysis and Critical Control Point (HACCP) guidelines. Obtaining HACCP certificate for kitchen area shall be desirable.
- c) Quality of staff: staff should be well trained, groomed and properly uniformed.
- d) Every food handler should have medical checkup and provide medical fitness certificate.
- e) The following items shall not be sold, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Beef and Pork shall not be used in any form in any food items.

13. The Operator shall provide Crèche facility. The Operator would deploy adequate female staff to operate crèche for the pre-school children of the working mothers living in the Hostel. No children from outside shall be permitted to avail crèche facility. Rent for availing crèche facility shall be charged from the working mothers.

14. The Operator shall provide Medical First aid and arrangement to reach doctor/hospital in case of need/emergency. Operator shall maintain one sick room with a trained female medical attendant. The medical attendant will provide emergency medical services to the inmates. The facility for making available of doctor on call on payment basis to attend the sick inmate at Hostel shall also to be provided.

15. Eligibility criteria of the inmates and procedure of allotment of seats in the Hostel:

The following shall be the eligibility criteria for allotment of seats in the Hostel:

- (a) The Operator shall allot seats/beds only to the women belonging to North Eastern States without any distinction with respect to state, caste, religion, marital status etc presently working or under training in Delhi area /National Capital Region. Working women, who may be single, widowed, divorced, separated, married but whose husband or immediate family does not reside in the Delhi/NCR will be eligible to seek accommodation in the Hostel.
- (b) Preference may be given to working women from disadvantaged sections of the society and physically challenged.
- (c) Women from NE region who are under training for job provided the total training period does not exceed one year may also be accommodated if there is vacancy available after accommodating working women. The number of women under training for job should not exceed 30% of the total capacity of the Hostel.
- (d) Girls up to the age of 18 years and boys up to the age of 5 years, accompanying working mothers will be provided accommodation, with their mothers. Working mothers will also be able to avail of the services of the Day Care Centre, as provided under the scheme.
- (e) The working women shall be entitled to Hostel facilities provided their gross income does not exceed Rs.30,000/- consolidated (gross) per month. When the income of any working woman already residing in a Hostel exceeds the

prescribed limits, she will be required to vacate the Hostel within a period of two months of crossing the income ceiling.

- (f) The rent for women under training for job shall not exceed the rent charged from the working women.
- (g) No working woman will be allowed to stay in a Hostel for more than three years. In exceptional circumstances, the Government may recommend extension of stay recording reasons in writing for some working women beyond the three years period, subject to the condition that the total stay of the woman, with extensions, shall not exceed five years.

16. The Operator shall collect rent from the inmates. The rent to be charged from the inmates per month shall be based on the financial offer of the Operator in financial bid will be subject to following Terms & Conditions:-

- a) The Operator may collect two months advance rent as security money (refundable) at the time of admission of the respective inmates.
- b) The rent collected shall cover expenses towards water, sewerage bills, etc., office expenses, staff costs, all taxes/revenue of the land and building etc.
- c) Rent does not include electricity bill which shall be levied separately from the inmates based on actual consumption of the whole Hostel building.
- d) Rent does not include the use of mess, crèche, washing of cloths, ironing etc.
- e) Revision of rent may be considered after three years of the commencement of the contract period by a committee of representatives from Government, DONER, AS & FA (Government), Operator and representative of the inmates.

17. The Operator shall collect electricity charges separately from each of the inmate of the Hostel. Monthly electricity charges as per the bills of the whole building shall be collected separately from the inmates for every quarter and it would be calculated on actual consumption by equally distributing among the inmates.

18. The Operator is required to deposit service tax, sale tax, VAT, electricity bills, water bill, sewage bills, telephone bills, land revenue, property tax of the Hostels etc. to the relevant authorities within the stipulated time periods. The Government is not liable to pay any liability. Suitable actions may be taken by Government against the Operator for default as deemed fit and proper and may also lead to termination of the contract.

19. Operator shall maintain proper records and make it available for inspection. The Operator shall also be required to furnish the consolidated Audited Accounts/Balance Sheet, duly certified by a Chartered Accountant, of the project by the September of the next financial year.

20. No subsidy or financial support shall be provided to the Operator by Government in any form after handing over the premises.

21. The Government shall not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Operator.

22. In the event of any dispute or difference arising under these conditions of Contract or in connection with this Contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same shall be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.'. All questions, disputes

and or differences arising under or in connection with this agreement or in touching or relating to or concerning the construction, or effect of presents (excepts as to matters the decision whereof is other-wise herein before, expressly provided for) shall be referred to the arbitration of the sole arbitrator to be nominated by the Government on recommendation of Secretary, Department of Legal Affairs, Ministry of Law and Justice, whose decision in this regard shall be final and binding on the Operator.

23. The Operator shall keep Government indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc. which may incur on account of non-compliance or violation by the selected agency or otherwise. A detailed inventory of items provided by Government is to be maintained and same to be returned to the Government on completion of the tenure of the contract.

24. In the event of any breach of the said terms and conditions of the Contract, the Government shall be entitled to forfeit the whole or the part of the Security Deposit fee besides terminating or revoking the Contract and debarring the Operator from participating in the future projects of the Government and also reserves the right to impose penalties/fines for failures noticed during inspections and/or complaints from users. The decision of Government in this regard shall be final and binding.

25. Government shall also be entitled at any time to terminate this contract with the Operator forthwith without any notice in any of the following events:

(a) In the event of the Operator being convicted by a court of law under the provisions of criminal procedure code or any other law

(b) In the event of the Operator being a proprietor or, if a firm, any partner in the Operating firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Operator being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily.

(c) Repudiation of Agreement by Operator or otherwise evidence of intention not to be bound by the Agreement.

(d) Failure to adhere to any of the due dates of payment specified in the terms and conditions. Immediately on the determination of this Agreement the Operator shall peacefully vacate the premises and hand over to the Government administration all articles in the custody or possession of the Operator and shall remove all his stores and effects from the said premises.

(e) In default the Government shall be entitled to enter and take possession of the said premises and to lock up the same or remove the furniture or other articles of the Operator that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by the Government from the rent proceeds or from the Security Deposit .

26. **Other conditions of the Agreement shall be as under:**

- (1) Government reserves the right to get the food samples / raw material collected and tested at approved laboratories at the cost of the Operator. The Operator shall be required to and make it available for inspection.
- (2) The Operator shall also be required to furnish the consolidated Audited Accounts/Balance Sheet, duly certified by a Chartered Accountant, of the project by the September of the next financial year.
- (3) The Operator shall be liable for payment of all taxes/duties and other liabilities in respect of the business.
- (4) The Operator shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Operator, his workmen, servants and agents.
- (5) Operator shall not, without the prior consent of the Government, assign the contract or any part thereof, or any benefit or interest therein or there under to any other person.
- (6) The Operator shall comply with any other instructions issued by Government from time to time within a reasonable time, as may be necessary to ensure better services.
- (7) The Government reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The mutually agreed addendum in this regard shall be added to the agreement within 15 days of the changes made. Similarly, Government reserves the right to extend or reduce any clause stipulated in the agreement herein above, in order to meet operational exigencies.
- (8) The Operator shall engage adequate number of female staff minimum matriculate with having adequate knowledge and training of child care to provide the service of preschool going children of working women of the Hostel. The Operator shall engage one female trained staff as medical attendant for providing emergency medical services besides tying up of doctor to visit the Hostel on demand.
- (9) The Operator shall ensure that the staff deployed should wear neat and clean and proper uniform. The Operator shall ensure that the all the staff deployed in the Hostel with good moral standard and should not have any past criminal records and these are to be got verified by Police authority before deployment in the Hostel. The staff should undergo proper medical check up by the Government hospitals/authority and should not suffer from any communicable diseases at the time of deployment in the Hostel. Periodic health check up of the staff shall be ensured.
- (10) The Operator shall maintain proper record of the working woman residing in the Hostel. It is essential that an application form duly filled and signed with inmates in recent Photographs with mobile numbers, permanent address proof,

office address with phone numbers, salary slips, employer certificate, status of job (temporary or permanent), ID proof issued by the employer etc. are to be maintained and kept in the safe custody. The list of mothers with children with joint photographs are also to be maintained properly in the similar manner. The Operator shall also maintain records of the inmates Category-wise (married/single/widow/SC/ST/OBC/Minorities/PH) and State-wise.

- (11) Any notice in terms of this contract by either Party shall be given at the address stated herein above by Courier/Registered AD Post unless a different address has been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of catering services in station payable in whole or in part by one Party hereto, the other Party shall immediately deliver a copy of the necessary document, to that Party.
- (12) In case the Operator suffers any loss on account of its being restrained by the Government or any competent authority for indulging in illegal activities or any contravention of any law, it shall not be entitled to any compensation whatsoever from the Government.
- (13) Except as otherwise provided any verbal or written arrangements abandoning varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the Government unless until the same is endorsed on the Agreement or incorporated in a formal instrument and signed by the parties.
- (14) The Operator accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Operator, his workmen, servants and agents. The Operator shall indemnify the Government administration from and against all payments made under the provision of the said Act or law including all costs, litigation costs etc. Any money which may become payable by the Government as aforesaid shall be deemed to be money payable to the Government by the Operator and in case of failure by the Operator to repay the Government any money paid by it as aforesaid within seven days after the same have been demanded by the Government. The Government shall be entitled to recover the same from the Security Deposit or from any money due to the Government by the Operator.
- (15) **Maintenance and safety measures of the building:-** The electrical substation, lifts , fire equipments, electrical equipments etc are to be maintained by the Operator. Safety management of the equipments and building shall be ensured by proper surveillance and timely inspections by concerned authorities.
- (16) In the event of any unforeseen event directly interfering with the operation of Contract arising during the currency of the Contract agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Operator shall, within a week from the commencement thereof, notify the same in writing to the Government with reasonable evidence thereof. The Hostel shall be restored as expeditiously as possible or, as the case

may be, the impediment to accessibility shall be removed as expeditiously as possible. If the said property cannot be rendered fit for occupation and use for more than thirty days, the period of Contract shall be further extended for the period during which contract was not operational.

- (17) In addition to inspections from Government, the Ministry shall engage third party to check the Quality Control/Quality Assurance of the services rendered by the Operator in time to time.
- (18) A fine upto a maximum of Rs.10,000/- may be charged from the Operator in the event of any irregularity found during each inspection. In case of serious irregularities, the Government may even terminate the contract.
- (19) The contract shall be governed by laws of India and all Government rules on procurement of services issued from time to time subject to the provisions of Clause 22, the courts at New Delhi shall have exclusive jurisdiction.
- (20) The Operator shall use the premises in conformity with the rules and by-laws of the Municipal Corporation of Delhi, Delhi Development Authority and other local authorities.
- (21) The Operator shall not make any structural alterations or additions in the premises without the previous consent, in writing, of the Government.
- (22) The Operator shall repair and replace at the Operator's own cost all such electrical and other fixtures and fitting and sanitary installations in the premises as are damaged during the term by any act of negligence on the part of the Operator or its employees, servants or agents.
- (23) The Operator shall not assign, sublet or part with the possession of the premises or any part thereof.
- (24) The premises of the said Hostel shall not be utilized by the Operator for any purpose other than the running and managing of the working women Hostel for North Eastern Region. The dining room and the kitchen shall not be used for any other function or purpose other than those pertaining to the day to day affairs of the said Hostel. No restaurant or café shall be permitted to be run except as may be included in the day to day functioning of the mess only for occupants.
- (25) At the end of the Agreement, the Operator shall be duty bound to give back the premises along with all the Furniture, Fixture, Fittings, capital equipments and the assets as in Schedule-A, except normal wear and tear.
- (26) The Government can take over the management themselves after serving one month's notice to which the Operator shall be required to give satisfactory reply within the said period of one month, failing which the Government shall be free to enter upon the premises and run the said Hostel directly or through any other organization as may be decided by the Government. The previous staff liability or any other liability shall not be taken by the Government. No loan liability as well shall be taken by the Government.
- (27) The Government may undertake suo moto inspection at any time and hold

enquiry on any complaint as may be submitted to it with regard to the functioning of the said Working Women Hostel. Any direction given in this regard by the Government shall be binding upon the Operator.

- (28) Before handing over the work of management of the Hostel by the Operator, the Government shall arrange a meeting of the Operator with the officers of NBCC Ltd. for the briefing of the facilities provided in the premises of the Hostel building so that the Operator may get aware of the equipment provided in the Hostel. Electrical Design, Sewage Pipe line drawing, GI pipe drawing, Load details and other specification and details shall be made available to the Operator. Once the Hostel is taken over by the Operator, the safety, security and maintenance of the equipments available in the building shall be sole responsibility of the Operator.
- (29) The Operator shall keep the Government indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc. which may incur on account of non-compliance or violation by the selected agency or otherwise. A detailed inventory of items provided by MWCD is to be maintained and same to be returned to MWCD on completion of the tenure of the contract.

27. Schedule of inventory of Furniture, Fixture, Fittings and equipments are as below:
(Schedule-A, To be attached)

Sd/-
1.Witness (name, address):

Sd/-
(Name)
(Operator) President/Secretary,-
(With Seal)

Sd/-
2.Witness(name, address):

Sd/-
(Name)
(with seal)
(FOR & ON BEHALF OF PRESIDENT OF
INDIA)
Director/Dy. Secretary/Division Head of
(Government Of Women & Child
Development), Government of India

Date :
Place: