

Most Immediate/
By Hand

No. D-31011/01/2015-CT-Genl.III
Government of India
NITI Aayog

Sansad Marg, New Delhi,
Dated: the-29th May, 2015

To

The Director,
M/s. Oynx Management Services P. Ltd.,
S-77, Block 2, Ganga Shopping Complex,
Sector-29, Noida (UP).

Subject :- Award of the contract for providing Manpower & Mechanized/
Automated Housekeeping/Cleaning Services in NITI Aayog,
Sansad Marg, New Delhi w.e.f. 1st June, 2015-reg.

Sir,

I am directed to refer to your letter dated the 29th May, 2015 on the subject cited above forwarding therewith Performance Security Deposit in the form of FDR issued by Punjab National Bank, Noida, Sector -18 bearing No.370200DP00041193 dated 29.05.2015 of Rs.9,35,000/- hypothecated to the Pay and Accounts Officer, NITI Aayog and to award the contract for providing Manpower & Mechanized/ Automated Housekeeping/Cleaning Services in NITI Aayog, Sansad Marg, New Delhi w.e.f. 1st June, 2015 for an initial period of 18 months.

2. Kindly acknowledge the receipt of the same.
3. This issues with the approval of the Competent Authority

Yours faithfully,

29/5/2015

(Awinash Chandra)
Under Secretary to the Govt. of India
Tele. No.23096733.

(अविनाश चन्द्र)
(AWINASH CHANDRA)
अवर सचिव / Under Secretary
नीति आयोग / National Institution
for Transforming India (NITI)
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

Encls. : A copy of agreement.

Received
29/5/15

o/c



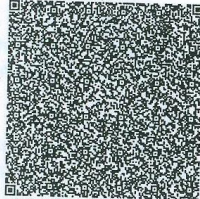
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL10143394004142N
 Certificate Issued Date : 29-May-2015 12:23 PM
 Account Reference : IMPACC (IV) dl942203/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL94220317511643223964N
 Purchased by : OYNX MANAGMENT SERVICES PVT LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : OYNX MANAGEMENT SERVICES PVT LTD
 Second Party : NITI AAYOG
 Stamp Duty Paid By : OYNX MANAGMENT SERVICES PVT LTD
 Stamp Duty Amount (Rs.) : 100
 (One Hundred only)



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GOVERNMENT OF INDIA
NITI AAYOG

Agreement for providing Manpower & Mechanized/ Automated Housekeeping/Cleaning Services in NITI Aayog

This agreement made on this 29th May, 2015, between the President of India through CEO NITI Aayog, Government of India, New Delhi represented by Shri Awinash Chandra, Under Secretary (G-III), NITI Aayog, New Delhi (hereinafter referred to as the Buyer which expression shall unless excluded or repugnant in the context, be deemed to include their successors in office on one part and M/s. Oynx Management Services P. Ltd., S-77, Block 2, Ganga Shopping Complex, Sector-29, Noida (UP) (hereinafter referred to as CONTRACTOR which expression shall unless excluded by or repugnant to the context, be deemed to include his survivors or other persons entitled to share including his heirs, executors, administrators, representatives, assignees or successors (in Office) on the other part.

For Oynx Management Services Pvt. Ltd.contd.

(अविनाश चन्द्र)
AWINASH CHANDRA
Under Secretary
NITI Aayog / National Institution
for Transforming India (NITI)
भारत सरकार, Govt. of India

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- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

Director

WHEREAS the CEO, NITI Aayog, New Delhi desires to entrust the job of providing Manpower & Mechanized/ Automated Housekeeping/Cleaning Services in NITI Aayog, New Delhi on contract basis and invited tenders through CPP Portal/New Paper/ website (s) etc. for providing fifty (50-unskilled) and two (2-semi skilled) workers, for providing Mechanized/ Automated housekeeping/ Cleaning Services in NITI Aayog (and hereinafter known as THE SAID JOB).


AND WHEREAS THE CONTRACTOR has agreed and is in position to undertake the said job to the satisfaction of the BUYER. Now, it is hereby mutually agreed by and between the PARTIES hereto that the following **TERMS AND CONDITIONS** would be applicable:

- 1 The contract shall be for a period of one and half year from the date of award of contract. The period of contract may be extended for a maximum of another one and half years (not exceeding a total of 03 years) on quarterly/half yearly/yearly basis, subject to satisfactory performance of the contractor. No request/claim for any hike in the approved rates (except for any such hike consequent upon the hikes in the minimum wages as notified by the Govt. of NCT of Delhi, from time to time, under the Minimum wages Act) would be entertained, under any circumstances, during the period of contract.
- 2 The firm would be required to provide the Manpower & Mechanized/ Automated Housekeeping/cleaning Services at their own cost in the premises of NITI Aayog, Sansad Marg, New Delhi.
- 3 The office shall not be responsible for any financial loss or other injury to any person deployed by the successful bidder in the course of their performing the duties to NITI Aayog, Sansad Marg. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 4 The contractor shall submit a complete list of items / equipment that will be used for the housekeeping services (As required as per Annexure-V-C of the e-tender document). Caretaker would supervise and inspect whether or not the equipments are in the working condition.
- 5 The contractor will be responsible for supply / installation / refilling / maintenance of all such items / equipments used in wash rooms and other areas for housekeeping purposes should be of good quality and eco-friendly only.
- 6 The contractor must employ labour with the requisite skill as mentioned in the relevant tender document, whose age shall be between 18 to 50 years only. Employment of any child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- 7 The contractor shall deal with and settle the matters related to workers' unions and shall make sure that no labour disputes/problems are referred to NITI Aayog. It shall totally indemnify NITI Aayog in this regard. In case of any labour dispute/ problem breaking out in the premises of NITI Aayog, in the first instance, a penalty of not more than Rs. 10,000/- would be imposed on the Contractor and, in the second instance, an appropriate penalty would be imposed either in the form of a fine of higher amount or, even, cancellation of the contract, if the situation so depends.

29/5/2015

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(AWINASH CHANDRA)
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भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

For Oynx Management Services Pvt. Ltd.


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Director

8. The contractor at all times should indemnify NITI Aayog against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; ESI Act, EPF Act and Service Tax Act, Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made thereunder from time to time. NITI Aayog will not own any responsibility in this regard.
9. The Scope of Work is for the complete area in the NITI Aayog including outer area, parking area, rooftop etc. The details of the work are given under the separate heading mentioned at Annexure V- 'A' and V-'B' of the tender document.
10. The list of Manpower, Machinery and Equipment's, Details of toiletries/dispensers etc. and list of cleaning Materials and Aids to be provided by the bidder are detailed below under scope of work heading.
11. If any worker arrives late (or leaves early) but is permitted to perform duty, pro-rata deduction of the duty rate would be made on hourly basis. If a person deployed is absent on a particular day or comes late/leaves early on three occasions, one day's wage shall be deducted. However, no habitual late comer would be allowed to work and it will be the responsibility of the service provider to provide a substitute.
12. If a worker proceeds on leave or leaves the job, it will be the responsibility of the agency to provide a substitute immediately. In case no substitute is provided within the first three (3) days, deduction of charges will be made on a pro-rata basis from the monthly bills. Further, if a substitute is not provided within 3 days, deduction @ double the charges per worker will be made.
13. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency (that has been awarded the contract) will be liable to be forfeited by this Department besides annulment of the contract.
14. If any complaint is received against any of the workers either by officials or by public regarding his/her misbehavior by the concerned Housekeeping staff, Rs.500/- will be deducted from the bills of the relevant month for each such complaints and the competent authority of this Deptt. may ask to the contractor to discontinue the services of such person in the NITI Aayog forthwith.
15. Staff deployed by the firm shall perform their duties at this premises with due diligence and take all precautions to avoid any loss or damage to the Government property/person.
16. The contractor shall provide uniform to the workers. The samples of uniform will be approved by the NITI Aayog. The worker must wear uniform during their duty. The contractor shall issue identity card to each worker which must be displayed by the worker during their duty period. These identity cards would be countersigned by the Under Secretary (Gen. III) on production of proof of police verification of the concerned contractual worker.
17. The contractor shall provide following manpower for housekeeping facility and management services:-

Sl. No.	Manpower Description	No. of staff required
1	Housekeeping Supervisor (Semi-skilled)	NITI Aayog, Sansad Marg 02
2	Housekeeping staff (un-skilled)	50

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For Oynx Management Services Pvt. Ltd.

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However, number of unskilled labour may be reduced if some offices of the NITI Aayog become non-functional or closed due to any policy decision taken by the new Govt.

18. If the performance of the service-provider selected through the instant tendering process is not found to be satisfactory, the NITI Aayog reserves the right to terminate the contract at any time without assigning any reason therefor and the decision of the NITI Aayog will be final and binding on the contractor.

19. If the performance of any person engaged by the service-provider is not satisfactory or if some such person is involved in any objectionable scrutiny, then the HoD, NITI Aayog, may ask the service-provider to replace that person and, the service provider would be bound to abide by such instruction. In this note, any appeal may lie only before Adviser (GA) or CEO, NITI Aayog.

20. The contractor shall be responsible for complying with all the relevant obligations under Acts pertaining to Income Tax, ESI, EPF as well as Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, 1948, Bonus Act, other Labour Laws, etc., and payment of compensation to the workers engaged by them for implementation of the contract arising out of the instant tendering process. No exemption in respect of monthly rates for manpower (Semi skilled or unskilled), ESI, EPF and Service Tax at the prevailing rates would be accepted and allowed unless & until it is not being supported by the Govt. order issued by the Nodal Ministry of Central Government in a speaking form.

21. The contractor shall also be responsible for timely payment of wages, etc., directly to the workers as per the prevailing rates under the extant provisions of Minimum Wages Act / Orders of the NCT of Delhi as revised from time to time in pursuance of the said Act. If any dispute arises between the firm and any worker thus engaged in the matter of wages or their service conditions, the same will be settled amicably between the said firm (service provider) and the concerned worker engaged by the contractors. This department will not be a party to any dispute in any case. However, this department may require the contractor to produce the documentary evidence that his/her firm has complied with the relevant provisions of all the relevant statutory Acts/Rules, which is as revised from time to time on the date of award of this contract.

22. The contractor would be responsible for complying with all statutory/legal obligations on the part of the contractor/service provider and if any breach of the same comes to the notice of this Department, then the contract may be terminated by this office on that ground alone by giving notice for a suitable period.

23. The contractor would be responsible for paying the minimum remuneration to the workers engaged by them for the implementation of the contract arising out of this tendering process, as per the notifications issued by the Govt. of NCT of Delhi under the Minimum Wages Act, as issued from time to time. In case of any increase in the minimum wage structure by the Govt. of NCT of Delhi, the difference (i.e., the actual amount of hike as per the notification of the Govt. of NCT of Delhi) may be claimed from this office by billing the same separately. However, the service provider would have to pass on this amount immediately to the workers, on a regular and monthly basis. The proofs of the same would have to be submitted to this office on a monthly basis. However, only those hikes would be neutralized by the NITI Aayog that would be declared by the Govt. of NCT of Delhi in the notification under the Minimum Wages Act, 1948 as hikes over the minimum wages of the relevant categories.

29/5/2015

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भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

For Oynx Management Services Pvt. Ltd.

29/5 Director

24. If, in receiving and passing on any such amount, as required, the service provider is to pay some service tax or any other tax to any Government authority, the same may be claimed by the concerned firm from the NITI Aayog as reimbursement, if that (i.e., passing on the burden of such a payment) is not expressly prohibited under the relevant Acts/Rules.
25. This office may, at any given point of time, ask for production of all the documentary evidence relating to the relevant provisions of any of the statutes, which are in force during the currency of the contract. In case the requisite documents are not produced within a reasonable time period, it would be deemed that the firm has no such documentary evidence to produce and action would be duly initiated to cancel the contract for non-fulfillment of terms and conditions.
26. The contractor shall be responsible for all litigation arising out of non-fulfillment of any sort of statutory obligations on the part of the awardee of the contract and the contract is liable to be cancelled for any such violation, if the Competent Authority in the office so decides.
27. Bills for providing the service for any month along with attendance records counter-signed shall be submitted by the first week of the following month to Section Officer in the General-III Section of the NITI Aayog for payment of bills.
28. Payment will be made on monthly basis in the succeeding month on submission of bill in triplicate. Payment of the bill will be based on computerized print outs in standardized proforma alongwith computer generated attendance sheets in respect of persons deployed.
29. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the bidder by NITI Aayog and if no action is taken within **ONE** hour, penalty @ Rs.500/- per day per complaint will be imposed .
30. The contractor should ensure to maintain the required number of manpower and also arrange a pool of stand by housekeeping staff/ supervisor. In case any housekeeping staff/supervisor absences from the duty, the reliever of equal status shall be provided by the bidder from the existing pool of housekeeping staff. If the required numbers of workers / supervisor/ manager are less than the minimum required, a penalty @ Rs.500/- per worker per day will be deducted from the bill.
31. Any deviation from the material quality & quantity as quoted will invoke penalty as decided by the Competent Authority. For proper maintenance, suitable cleaning material (ISI mark) which are good quality/ environment friendly, not harmful to human and government property should be used.
32. Any dispute regarding the contract shall be resolved through arbitrator to be nominated by Head of Department, NITI Aayog. The contract shall be subject to relevant law and the jurisdiction of the courts located in Delhi.
33. NITI Aayog reserves the right for termination of the contract at any time, if the services are found to be unsatisfactory, and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by NITI Aayog from its Performance Security Deposit or pending bill or by raising a separate claim.
34. The Manager / housekeeping Supervisor of the contractor will maintain a Register and any complaint received from NITI Aayog will be noted in the register and necessary action will be taken thereon within 24 hours.

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भारत, सरकार / Govt. of India
Delhi

For Oynx Management Services Pvt. Ltd.

29/5

Director

35. Non-satisfactory service during the period of contract may lead to forfeiture of performance security deposit and cancellation of contract.
36. CEO, NITI Aayog would, at his/her own discretion, be free to annul the contractual agreement if the supplies are not made on time or the items/articles used for cleaning purpose are deficient in quality in any way or found not upto the mark.
37. Payment will be made by Electronic Clearing System (ECS) after successful delivery of goods. The bills raised by the selected firm should have all tax registration numbers printed on bills. Validity of the tax registration during the currency of contract shall be the sole responsibility of the firm. The bill should be inclusive of all permissible taxes.
38. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
39. If the items/parts supplied found faulty or injurious to the health of human being or below standards, cost will be imposed the contractor and this amount will be deducted from the pending bill of the firm or security deposit, as the case may be.
40. In case of any deficiency in service, a penalty of 5% of the total amount of the bill for the relevant period will be imposed.
41. The owner/authorized representative of the contractor should be available on his direct telephone and also on mobile phone.
42. The firm shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as per prevailing labor/wages laws in force in NCT of Delhi and the Council shall not be a party to any dispute between the firm and workers.
43. If the work of the firm is found unsatisfactory or if the firm dishonour contract, the job will be entrusted to any other firm/party to the risk/expense of the awardee' firm.
44. The man power deployed by the successful bidder may also be engaged in other activity like shifting of office furniture/other electrical/stationary items/computers etc. or any other work assigned to them from time to time by the Competent Authority.
45. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser (General Administration) or any Joint Secretary level officer in the NITI Aayog, New Delhi, dealing with General Administration at the relevant time, or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer as an employee of the NITI Aayog, New Delhi might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Adviser (General Admn.) shall act as arbitrator. The decision of the Adviser (General Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filing claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of

29/5/2015

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For Oynx Management Services Pvt. Ltd.

Director
25/5

Settlement of disputes shall be Delhi. In the case of settlement of dispute in the Court of Law, it will be in jurisdiction of Court at Delhi.

46. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification or enactment thereof and rules made thereunder and for the time being in force, shall apply to arbitration proceedings under this Clause. The cost of arbitration will be borne by both the Parties in equal proportion.

47. The arbitrator may from time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.

48. Any notice/direction given to the Second Party under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Second Party at his last known address. Any notice to be given to the First Party shall be considered as duly served if the same is delivered to, left or dispatched by the Registered Post at his last known address. Any notice so posted shall be prima facie proof of service at the expiration of the time in which it reaches in the ordinary course of post.

49. All the Terms and Conditions mentioned in the e-Tender Notice No.D-31011/07/2014-CT/Gen.III (may be read as D-31011/01/2015-CT/Gen. III) dated 01.04.2015 will apply in the case of this contract, even if some of them may not be mentioned hereinabove specifically.

IN WITNESS WHEREOF the Contractor has hereinto set his hand Shri Awinash Chandra, Under Secretary, NITI Aayog, New Delhi for and on behalf of the President of India has hereinto set his hand.

IN WITNESS THEREOF SHRI AWINASH CHANDRA, UNDER SECRETARY, NITI AAYOG IN EXERCISE OF THE POWERS VEST IN HIM HAS SIGNED THE AGREEMENT FOR AND ON BEHALF OF THE PRESIDENT OF INDIA AND M/s. OYNX MANAGEMENT SERVICES PVT. LTD., S-77, BLOCK 2, GANGA SHOPPING COMPLEX, SECTOR -29, NOIDA (UP) SECOND PARTY HAS SET HIS HAND HEREUNDER THE DATE AND THE YEAR MENTIONED ABOVE.

Signature of Under Secretary (Genl. III)
NITI Aayog
Tender Document

(No.D-31011/07/2014-CT/Gen.III (may be read as D-31011/01/2015-CT/Gen. III) dated 1st April, 2015.)

For Oynx Management Services Pvt. Ltd.

Authorized signatory of the firm
with seal Director

(अविनाश चन्द्र)
(AWINASH CHANDRA)
अवर सचिव, Under Secretary
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