

Bihar Industrial Area Development Authority

TENDER FOR

HOUSE KEEPING SERVICES AT HEAD OFFICE AT PATNA

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NOTICE INVITING TENDERS

...../...../...../...../ /2017
....., 2017

M/s.

Tender for House Keeping Services at various offices of AUTHORITY at Patna

Please refer to your application for prequalification for housekeeping services for Head Office, BIADA. We wish to inform you that the Authority has prequalified your agency for providing the above said services based on the application submitted by you.

1. Sealed tenders are hereby invited by Bihar Industrial Area Development Authority, (hereinafter referred to as "**Authority**") for the work relating to providing housekeeping services at Head office of BIADA at Patna. The services are purely temporary in nature such as cleaning of office and common areas, upkeeping and maintaining Authority's premises, toilet blocks, waste management, etc as detailed clearly under scope of work in the tender document for a period of one year in two bid system.
2. **Contract Period:** The contract would be valid for an Initial period of **12** months from the date of commencement of work and subsequent extension of contract, if any, will be by mutual consent and subsequent agreement between Authority and the Contractor. If the contractor fails to perform any of their duties under this agreement and if Authority is dissatisfied with the services of the contractor during the contract period or extended period of service, Authority may terminate the services of the contractor, with a notice of winding up within a period of one month.
3. Agreement shall be drawn with the successful contractor in prescribed format of agreement. Contractor shall quote his rates as per various terms and conditions of the tender document which will also form part of the agreement.
4. The contractors are required to pay an amount of **Rs. 1,000/- (Rupees One Thousand Only)** as tender document fee in the form of Demand Draft/ Pay Order in favour of **Bihar Industrial Area Development Authority** payable at **Patna**.
5. The important dates in respect of the said tender are as below:
 - i. The Pre-bid Conference/ meeting shall be held at Authority, Bihar Industrial Area Development Authority, Udyog Bhawan, Gandhi Maidan, Patna on 09.10.2017 to clarify any points that the intending contractors may have regarding the tender.

- ii. Last date of receipt of tenders including, Earnest Money Deposit, Technical Bid and the Price Bid is up to 15:00 hrs on 16.10.2017
- iii. Date of Opening of tenders in the office of the undersigned at the address given below at 15:30 hrs on 16.10.2017.
- iv. The complete tender documents shall be submitted to the office of the undersigned at the following address

**The Chief Administrative Officer,
Bihar Industrial Area Development Authority,
Udyog Bhawan, Gandhi Maidan,
Patna– 800004**

- 6. Tender document is required to be submitted along with Earnest Money Deposit (hereinafter referred to as “EMD”) of **Rs. 1,00,000/- (Rupees One lakh only)** in the form of Demand Draft/ Pay Order drawn in favour of **Bihar Industrial Area Development Authority** payable at **Patna**. Any other mode of payment except Demand Draft/ Pay Order for EMD shall not be accepted.
- 7. EMD of successful contractor so deposited will be held by Authority, without paying any interest, as security deposit for due fulfillment of contract for a period of one year or the period of contract (including extension if any) whichever is later. The same will be returned to the contractor after satisfactory rendering of services for the contract period.

EMD’s of unsuccessful contractors will be returned without any interest after the award of work to the successful tenderer.
- 8. The contractors have to give an undertaking that the contents of the tender document shall be kept confidential and the details thereof are not disclosed to any persons who are not related to the said process. More specifically the proposed wage structure is not to be disclosed to any persons / agencies / workmen, etc without the written consent of the Authority. The same should be treated as nondisclosure agreement.
- 9. By acknowledging the above letter and collecting the tender document, the contractors are hereby accepting the non-disclosure clause in the tender and are accepting the same.
- 10. However, EMD will be forfeited in the event of any erosion, refusal or delay on the part of contractor to sign and execute the contract on acceptance of his tender. EMD will also be forfeited in case the contractor fails to commence the work awarded to him within the prescribed time limit.

Further in case of damage to Authority's property, EMD shall be partly or fully forfeited to make good of the damages caused.

11. Tenders not accompanied with EMD are liable to be rejected.
12. **Performance Guarantee:** The contractor, whose tender is accepted, will be required to furnish performance guarantee equal to 5% of the contract value within 10 days of award of work. This guarantee shall be in the form of Guarantee Bonds (bank guarantee) of any Scheduled Bank. In case the contractor fails to deposit the said performance guarantee within 10 days or the extended period, if any, EMD submitted by the contractor shall be forfeited or released after suitable deduction. The performance guarantee shall be released after successful completion of the contract period. The performance guarantee should be valid for six months beyond the contract period, i.e the initial performance guarantee would be valid for 18 months for the contract period of 12 months.

13. Mode of Submission of Tender

The tender document shall be issued in two volumes, one for technical bid and other for the price bid. The contractor(s) shall be required to submit tender in three separate sealed envelopes, each containing as under:

- i) First envelope - Earnest Money Deposit in prescribed manner.
- ii) Second envelope - Part I (Technical bid).
- iii) Third envelope - Part II (Price bid).

13.1 All the above three sealed envelopes, marked "**Earnest Money Deposit Only**", "**Technical Bid Only**" and "**Price Bid Only**" respectively, shall then be placed in another sealed envelope and submitted at the address mentioned above so as to reach by **15:00 hrs on or before the last date of receipt of tenders i.e. 16.10.2017**. The name of work, the name and mailing address of the Contractor and the contents of the envelope shall be clearly mentioned on the sealed outer envelope.

Tenders not received within the time specified shall not be accepted.

13.2 On the date stipulated for opening of tenders, the tenders would be opened in presence of the intending contractors or their authorized representatives, who wish to be present.

14. No extra sheet or extra conditions shall be attached to the tender documents. **Any extra conditions if found, will be summarily rejected and the tender may not be considered for evaluation.** Any doubt or clarification may be clarified from the officer - in - charge during the pre-bid meeting before submitting the tender document.

15. The Contractor shall submit a certified copy of Power of Attorney in the name of the person who has signed the tender document along with the technical bid of the tender document.
16. Authority is not bound to accept the lowest or any other tender and reserves the Authority to reject any or all the tenders received without assigning any reason. Conditional tenders shall be summarily rejected.
17. Authority reserves the right of accepting the whole or any part of the tender and the contractor shall be bound to perform the same at the rates quoted.
18. The tender for the work shall remain open for acceptance for a period of **ninety days** from the date of opening of tenders. If any contractor withdraws his tender before the same period or makes any modifications in the terms and conditions of the tender which are not acceptable to Authority, then Authority will, without prejudice to any other right or remedy, be at liberty to forfeit the EMD of the said contractor.
19. All payments made to the Contractor would be subjected to Tax deducted at source (hereinafter referred to as "TDS") at applicable rates under Income Tax Act, 1961 based on the production of invoices and nature of payment. Further, WCT, labour cess etc. applicable would be deducted at source.
20. This Notice Inviting Tender shall form part of the contract document. The successful contractor, on acceptance of his tender by Authority, shall within 30-days from the stipulated date of commencement of work sign the contract consisting of notice inviting tender, special instructions, general and special conditions of contract, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Yours sincerely,

Dr. Santosh Kumar Sinha
Chief Administrative Officer

Special Instructions to the Contractor

1. The contractor has to arrange for engaging his workers on Sundays / public holidays, if so desired by Authority, taking into consideration the working hours as stipulated in the appropriate act governing the said workmen being deployed. Overtime wages as detailed in the 'Terms and Conditions' will be paid to the contract workmen. In lieu thereof, compensatory off may also be given. The option of granting overtime or compensatory off would be at the discretion of Authority.
2. All the workmen being deployed should be the employees of the contractor only and they should be deployed by the agency for their specific work at the Authority's premises.
3. The contractor shall make necessary arrangement for mobile telephone facility to their supervisors. No extra or additional payment shall be made by Authority in this regard.
4. Authority will make payment to the contractor for services rendered satisfactorily on monthly basis in accordance with the relevant clause of conditions of contract. The contractor has to make the payments to the workmen on or before the 7th of the succeeding month, irrespective of the date of payment to the agency by the Authority.
5. The entire set of tender document issued to the contractor should be submitted **all complete** and also signed in the last page together with initials and stamp on every page. Initials and signature will indicate the acceptance of the tender conditions by the contractor.
6. The contractor has to install bio metric attendance system in the Authority's premises to authorise the entry and exit and as well as to record the in time and out time of the workmen. The software should be installed wherein the workmen can be assigned the duty hours / shifts, etc. and the report generation should also be there, wherein reports of attendance, overtime, leave, total leaves availed, weekly offs, etc. can be generated at any given point of time. Further, the software should also capture the wages of the contract workmen and the statutory deductions to be made for them. The wage sheet / pay slip should also be generated through the said software. The report generation and the requirements should be as approved by the concerned officer of the Authority. The system should be linked to the computer of the Authority and the Authority's official should have the administrator login for the said system. The bio metric system should not be removed from the premises of the Authority and until the same is given in writing by the concerned officer of the Authority.

7. The agency has to submit the reports such as attendance, overtime on daily basis and wage sheet, monthly leaves availed, leaves balance etc on monthly basis along with the bill to be raised. Nothing extra over and above the quoted rates would be paid to the contractors for installation of the bio metric attendance system, required software (the cost towards the same is to be quoted in the financial bid only). In the event that the contractor does not provide / install the said attendance system in the Authority's premises as required or provides a system wherein the desired reports are not generated the Authority reserves the right to install the software and deduct the amount incurred from the monthly bills of the contractor.

TENDER FORM

To

**The Chief Administrative Officer,
Bihar Industrial Area Development Authority,
Udyog Bhawan, Gandhi Maidan,
Patna– 800004**

Dear Sir,

1. Having inspected the site(s), examined the job data, scope of work, schedule of equipment / quantity etc. relating to the work specified and having acquired the requisite information relating to and thereto affecting the tender , I / We hereby offer to undertake the job specified for duration specified in the said memorandum at the rate/s mentioned in the attached Price Bid and in accordance with the requirement of the work in all respects, scope of work and instructions in writing referred to in the Article of Agreement and conditions of contract and with such equipments, as are specified and required for, by and in all respects in accordance with such conditions so far as they may be applicable.
2. I / We hereby tender on item rate basis for carrying out the work specified, for Authority in accordance with the instructions in writing referred to and as explained during the pre bid meeting, by and in all respects in accordance with, such conditions so far as applicable.
3. We agree to keep the tender open for ninety (90) days from the due date of opening of tenders (price bid) and not to make any modifications in its terms and conditions.
4. A sum of Rs 1,00,000/- (Rupees one lakh only) is hereby forwarded by Demand Draft / Pay Order / Banker's cheque of a Scheduled Bank as EMD as per the details mentioned below :

Demand Draft / Banker's cheque / Pay Order no. _____

Banker's name _____

If I/we, fail to take up the work as per the time specified, I/we agree that Authority shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD amount. The EMD will be refunded to the tenderer after the expiry of the original contract period or any extended contract period, which would be based on mutually acceptable terms, as the case may be.

5. We are aware that we are being engaged to provide housekeeping services for Authority's various Office premises located at Patna.

6. The job role includes cleaning of all floors, basements, compound area, terraces, foot path surrounding of the building, disposal of dry / wet garbage and incidental debris etc. and executing and reporting all works related to housekeeping services under single point responsibility to the full satisfaction of the Employer. Washing of towels, napkins etc. which are applicable for the housekeeping maintenance of the office premises shall also be done by the agency. Expenditure towards washing of towels etc. will be reimbursed by Authority at actuals.
7. The contract period will be for one year commencing from 1st day of the month succeeding the month in which work order is issued to the contractor or otherwise intimated with a minimum time gap of 10 days from the date of issue of work order.
8. Should this tender be accepted, I / We hereby agree to confirm and to abide by and fulfill the terms and provisions of the conditions of contract so far as they may be applicable and in default whereof, authorize the Employer to forfeit and pay to the Employer, the amount of Earnest Money Deposit mentioned in the contract.
9. I / We have deposited a sum of Rs.3,00,000/- as Earnest Money Deposit with the Employer which will not bear any interest. Should I / We fail to perform the terms of the contract when awarded, I / we do hereby agree that this sum shall be forfeited by the Authority.
10. I / We hereby undertake that I / we shall furnish the performance guarantee in the form as mentioned in the tender for an amount equivalent to 5% of the contract amount with the Employer. Should I / We fail to perform the terms of the contract when awarded, I / we do hereby agree that the Authority may invoke performance guarantee.
11. I / We hereby declare that I / we shall treat the tender document as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Employer.

Yours Faithfully,

Signature of the Tenderer / Housing Keeping Contractor

GENERAL RULES AND DIRECTIONS

1. Tenders will be opened in the presence of any intending contractors who may wish to be present at the time.
2. Rates quoted by the contractor in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
3. All rate(s) shall be quoted in proper form in Financial Bid (Part II).
4. The entire set of tender documents issued to the contractor should be submitted fully priced and also signed in the last page together with initials on every page. Initials and signature will indicate the acceptance of the tender conditions by the contractor.
5. It is obligatory on the part of the contractor to sign the tender documents for all the parts and that, after the work is awarded, he will have to enter into an agreement for each part with the Competent Authority of the Authority.
6. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated in writing by the contractor to the Employer.

**Signature of Contractor
(Seal)**

CONDITIONS OF CONTRACT

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1. Preamble

Bihar Industrial Area Development authority (Authority) invites Technical Bids and Price Bids from interested Bidders for the House keeping service at head office premises of Authority at Patna.

The Bids shall be prepared in English and all entries must be written in blue / black ink. Initials of the authorized representative of the bidder must attest all erasures and alterations made while filling the Bids. Over-writing of figures in Price Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid. A copy of this tender document with all pages duly stamped and signed must accompany the bid.

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Authority reserves the rights to cancel, terminate, change or modify this tendering process and/or requirements of bidding stated in the Tender, without assigning any reason or providing any notice and without accepting any liability for the same.

2. Definitions

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 2.1 'Authority / Employer '** means Bihar Industrial Area Development Authority constituted under BIADA Act, 1974 **Bihar Industrial Area Development Authority, Udyog Bhawan, Gandhi Maidan, Patna-800004** and includes its representatives, successors and assigns.
- 2.1 "Bid" or "Detailed Bid" or "Tender"** shall mean the detailed Bid submitted by the Bidder in response to this tender including clarifications and/or amendments, if any.
- 2.2 "Bid Security"** shall mean the Earnest Money Deposit furnished by the Bidder, as part of the Bid submission.
- 2.3 "Contract value / tendered value"** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 2.4 "Contract"** means the documents forming the tender and acceptance thereof and the formal agreement executed between

AUTHORITY and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Authority from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

- 2.5 “Contractor or Contractors”** means the firm or agency or individual engaged by the Authority to carry out the work. It shall also include their legal representative(s), successors or assigns.
- 2.6 “Competent Authority”** means Authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Authority.
- 2.7 “Site”** means Head Office of Bihar Industrial Area Development Authority at First Floor, Udyog Bhavan, East Gandhi Maidan, Patna-800004. There may also be inclusion of other AUTHORITY premises at any time if found necessary.
- 2.8 “Schedule of quantity”** means the schedule of quantity as specified and forming part of this contract.
- 2.9 “Works” or “work”** means the work(s) described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- 2.10 “Due Date”** shall mean the last date for submission of Tender.
- 2.11 “Month”** means calendar month.
- 2.12 Letter of Intent (LoI)” or “Letter of Acceptance (LoA)”** shall mean the letter to be issued by Authority to the successful bidder indicating the acceptance of his offer in accordance with the conditions “of this Tender document.
- 2.13 “Performance Security” or “Performance Bank Guarantee”** shall mean the Bank Guarantee furnished by a successful Bidder as per terms and conditions of this tender.
- 2.14 “Taxes and Duties”** shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in India in connection with the discharge of responsibilities as per the scope of work envisaged.
- 2.15 “Week”** means seven consecutive days

2.16 “Day” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

3. Interpretation

In the interpretation of this Tender, unless the context otherwise requires:

- The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- A reference to any gender includes the other gender;
- Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this Tender.
- A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- Any reference to a person shall include such person’s successors and permitted assignees;
- A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender ;
- A reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.
- The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article,
- The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this Tender so specified;

- In case of inconsistency between the terms mentioned in the Bid Summary and detailed description, the terms of the Bid Summary shall prevail.

4. Instruction to tenderers

4.1 About the Contract

The Contract for housekeeping service shall be awarded to the successful tenderer for the tenure as mentioned in the Notice Inviting Tender.

The tenderer shall have to specify the total service fee payable by AUTHORITY during the period of contract in the format in Price bid. The Contractor shall be paid on monthly basis.

AUTHORITY reserve the right to increase / decrease scope of work for providing housekeeping services as per the tender at any time during the tenure of the service contract. In such cases, proportionate amount would be paid / deducted over and above the amount filled in the price bid. However, % of service charge quoted would remain the same in any case.

The Contract shall come into force only if following conditions have been satisfied:

- (1) Performance Security has been paid within time period stipulated in the tender documents
- (2) The agency has started the work and deployed the required no of workmen at site/s.

4.2 Award of Tender

AUTHORITY will accept a tender of the contractor quoting the lowest amount. The decision of AUTHORITY shall be final in this regard. AUTHORITY also reserves the following rights without any kind of liability.

- (1) To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.
- (2) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- (3) Not to proceed ahead in the tendering process without assigning any reason thereof.

4.3 Documents Constituting Tender

The Tender documents comprise the following and are to be read together.

- (i) This tender document and
- (ii) Other documents constituting the Tender and acceptance thereof and shall be deemed to include any amendments, modifications to the Tender document or its constituent document.

4.4 Tender Submission Format

The Bidders will submit the Bid in three envelopes, the details for which are specified below:

Envelope 1:

Earnest Money Deposit in the form of Demand Draft in favour of “Bihar Industrial Area Development Authority”, and payable at Patna.
The envelope shall be titled “**Envelope 1 – Earnest Money Deposit**”.

Envelope 2:

Copy of tender document (Technical Bid) signed and stamped on each page by the bidder’s authorized representative.
The envelope shall be titled “**Envelope 2 – Technical Bid**”.

Envelope 3:

Price Bid shall be sealed separately in an envelope, and the envelope shall be titled “**Envelope 3 – Price Bid**”.

All these three envelopes shall be placed in one single outer envelope titled “**Tender for providing Housekeeping services at Head Office, Patna**”.

4.5 Tender Opening Process

On the day of bid opening, Envelope 1 would be opened first and the details of Tender fee and Earnest Money Deposit will be verified. Upon successful verification, Envelope 2 will be opened and verified for signature of the agency's representative.

Envelope 2 will then be scrutinized to check whether all the pages of the Technical Bid are there and the same have been stamped and signed. Opening of Envelope 3 (Price Bid) would follow provided Technical Bids received are complete in all respects. The Authority reserves the right to

postpone the opening of the Price Bid to any later date and the same would be intimated to the agencies present on the day of opening and they may also present for opening of the Price Bid on the revised date.

4.6 Earnest Money Deposit

Bid submitted in response to the Tender Document shall be accompanied by an Earnest Money Deposit (EMD) as mentioned in this tender document. The EMD furnished by the successful bidder shall not be refunded till completion of the contract period. Bids not accompanied with EMD as mentioned shall be summarily rejected. EMD is a non interest bearing deposit.

The EMD shall be returned to the bidder –

- (1) Whose price bid has not been accepted by the Authority.

EMD shall be forfeited in the following situations:

- (1) If bidder withdraws the tender before award of tender and before the end of validity period of tender.

- (2) For the successful bidder, if the performance security is not deposited within stipulated time period,

- (3) In the event the bidder, after the issue of communication of acceptance of his bid by AUTHORITY, fails/refuses to execute the work as herein the bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the bidder calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event AUTHORITY shall have full right to claim damages thereof in addition to the forfeiture of the EMD in terms of this bid documents.

4.7 Performance Bank Guarantee (Performance Security)

- (1) The Contractor shall, for due and punctual performance of its obligations during the Contract Period, deliver to AUTHORITY, simultaneously with the execution of this Contract an unconditional and irrevocable bank guarantee from banks.

- (2) The Performance Security shall be valid up to six months beyond the contract period.

- (3) The Performance security shall not bear any interest and the Contractor shall not have any claim on the interest on Performance security.

- (4) Provided that if the Contract is terminated due to any Event of Default other than the Contractor's Event of Default, the Performance Security, shall, subject to the AUTHORITY's right to receive amounts, if any, due from the Contractor under this contract, be duly discharged and released to the Contractor.

Extension of Performance Security

In the event extension of contract by the Authority, the Contractor shall within 10 (ten) days of the receipt of communication shall submit fresh Performance Security to AUTHORITY failing which, the Authority shall be entitled to terminate this Contract in accordance with the provisions herein.

Performance Security shall be forfeited in following situations:

- (1) If the Contractor found guilty of not following any of tender terms and conditions.
- (2) If the Contractor fails to pay the penalty applied on him for breach of performance obligations
- (3) If the contract is terminated in event of Contractor event of default.
- (4) If the Contractor wants to terminate the contract.

In the event that the agency does not comply with the payments and other statutory obligations under various labour laws and other Acts pertaining to Bonus, Leave wages, Gratuity, or in an event whether the Principal Employer is required under the provisions of the Contract Labour (Regulation and Abolition) Act, 1971, to make the payments to the contractor's staff, the Authority reserves the right to invoke the performance guarantee and the EMD shall also be forfeited. The performance guarantee shall be valid for an entire period of the contract. The contractor has to extend the said guarantee as directed by the Authority, in the event the contract is extended beyond the stipulated period. Once the contract is completed in all respects as per the terms and conditions of the contract then only the performance guarantee will be released.

4.8 Payment of Bills by the Authority

Monthly payment shall be made to the contractor as per Price Bid (Part II). The bill shall be processed and cleared within 30 days from the date of receipt, provided the bill has been submitted with all the required registers, enclosures, certificates, proof of payments, etc. For the sake of billing the cut off dates for billing can be decided on mutually agreed basis (such as 1st to 30th or 26th to 25th, etc). The agency has to submit the

wage slips, attendance record of the workmen, proof of payment of PF, ESIC, statutory registers, certificate of confirmation that the PF, ESIC, Professional Tax have been paid to the respective authorities for the workmen deployed at the Authority's premises. Proof and certificate that the amount towards service tax collected from the Authority has been paid to the respective authorities.

The bill shall be prepared by the contractor and submitted on monthly basis.

4.9 Authorization of Tenderer's signatory

Tenderers shall appoint a signatory to sign, discuss, and represent in every way the contractor for the purposes of this tender and shall provide legal and statutorily valid documentation authorizing the representative to act on behalf of the contractor. If and as required, this Power of Attorney has to be supplemented with supporting documents like Authority Resolution.

4.10 Validity Period

Bids shall remain valid for a period of 90 days (ninety days) from the date of opening of the financial bids.

4.11 Extension of Period of Validity

In exceptional circumstances, AUTHORITY may solicit the Tenderer's consent for an extension of the period of Bid validity. Any such request by AUTHORITY and the response thereto shall be made in writing and such extension of Bid validity period by the Tenderer should be unconditional. A Tenderer may refuse AUTHORITY's request for such extension without forfeiting the Bid Security. A Tenderer accepting the request of AUTHORITY shall not be permitted to modify its Bid.

4.12 Modification and Withdrawal of Bid

No bid may be withdrawn or modified in the interval between the deadline for submission of bid and the expiration of the validity period.

4.13 Inspection of site

The tenderers are advised to inspect the building(s) and finishes (Italian Marble, granite, tiles, stainless steel cladding, Veneers, laminates, etc) before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4.14 Contractor to inform himself fully

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipments and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at AUTHORITY office

4.15 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

4.16 Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

4.17 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

4.18 Language

The language in which the contract documents shall be drawn shall be English.

4.19 Insurance of Works

Before taking up the work, the Contractor shall, without in any way limiting his obligations and liabilities, obtain and submit to the Employer proper ESIC policy for the eligible workmen deployed by him. (if gross salary crosses limit as applicable) The contractor shall obtain and submit to the Employer, a third party insurance policy for maximum Rs.5 lac for each accident, with the Employer as the first beneficiary. The insurance shall be obtained in joint names of Employer and the Contractor (who shall be second beneficiary). It would be the contractor's responsibility to ensure that Rs. 5 Lakh insurance cover is always in place during the period / validity of contract at any point of time. The Contractor shall provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the validity of the contract. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer. No work shall be taken up by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account.

4.20 Assignment, subletting and contractor's superintendence

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the Authority has liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

4.21 Protection of works and property

The contractor shall continuously protect the Employer's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere

in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

4.22 Contractor to supply tools & plants etc.

The list of major equipments to be deployed by the contractor has been enclosed herewith (schedule for equipments). The contractor should ensure that the equipments provided on site are functioning at all times. The contractor needs to incorporate the cost towards deploying tools and plants at site in the financial bid.

4.23 Uniform

The contractor will provide at least three sets of uniform and one pair of shoes to the workmen in the category of Housekeepers and Chamber Maids deployed by him in the premises within the quoted rate/s and no extra payment beyond quoted rate/s will be made to contractor on this account.

5. Scope of Work

The Employer has established a high quality, well specified comprehensive intelligent facility for its Head office, Patna. The Employer expects the contractor to take a "Single Point and Full Responsibility" for providing housekeeping services as described in the tender documents.

The Authority's objective is that the contractor does not perceive this as a short term or a one-time contract but as an exercise in 'Asset Value Maximization and Asset Life Prolongation".

AUTHORITY has entered into separate Annual Maintenance and Comprehensive Contracts for various utilities and equipments like Lifts, Air conditioning, Sewerage Treatment Plant, DG set etc. and the contractor will manage the same in terms of cleanliness and reporting of problems observed, if any, to the Employer promptly.

As single point responsibility, the Contractor shall employ modern systems and services of international quality, integrating all functions necessary to support the daily housekeeping operations by deploying competent, trained and experienced work force under a well structured

system, using "Modern Management Techniques and well established / ISO certified standards and procedures".

The single point responsibility shall cover:

a. Ground maintenance to keep good appearance, maintain clean / hygiene conditions of the property, car parking spaces, paving, roads and landscaping, provide specialist maintenance of the same.

b. Cleaning of all common areas, interior areas of office, DG set room, AHU/Electrical rooms within office areas, cleaning floors, walls, columns, furniture, litter bins, lifts, staircases, ramps, grills and coping of compound wall, stainless steel column cladding, basements, internal and external glass to reachable heights, etc. The scope of work also includes cleaning of special architectural and decorative features, internal planters, toilets including wash areas, floors, ceiling, ceiling tiles, walls, cubical partitions, mirrors, light fittings, vertical / venation blinds , wooden flooring ,ceiling grills and diffusers, sanitary wares, wash basin sanitary bins, soap dispensers, pantry facility etc. The services shall also include cleaning of external surfaces of the building including open terrace, lift machine rooms, all service shafts, water tanks, paved areas, manholes, internal roads, trenches in the basements, DG Sets room, stainless steel stand / poles, Gymnasium, water body, etc.

c. Waste Management :Devise and implement waste management systems for removal of dry as well as wet waste from office / common areas/ other designated areas to central collection centre initially and final disposal outside the site as prescribed by the local statutory bodies like Pollution Control Authority, BMC, MMRDA etc. Necessary records should be maintained as a proof of carrying out the waste disposal. The disposal is to be carried out in presence of the security guard and / or the designated representative /s employed by the Employer.

The contractor has to quote the rate towards disposal of dry as well as wet garbage to the approved dumping yards of the municipal corporation as per the frequency mentioned below in the price bid:

Dry garbage – twice in a week

Wet garbage – daily

The Authority has vermiculture pit within the premises for disposal of wet garbage. The contractor will be required to dispose wet garbage in the vermiculture pit for which necessary labours will be provided by the contractor within the quoted rate(s). No extra payment for disposal of dry and wet (either to approved disposal ground or through vermiculture pit) garbage will be made to the contractor beyond the quoted rate(s).

In case, the services of the contractor are not found satisfactory or the contractor does not arrange for waste disposal as per the frequency specified, the Employer shall engage separate agency for disposal of dry as well as wet waste and charges paid by the Employer to the agency deployed will be recovered from the payment of the contractor. The decision of the Employer in this regard shall be final and binding on the contractor.

d. Washing of towels etc.: Contractor may deploy third party for rendering services related to washing of towels, napkins etc. at AUTHORITY's office premises. The scope of work includes collection of soiled towels from office and returning the same at appropriate frequency. AUTHORITY will reimburse the cost towards the same at actuals to the contractor.

e. Liaisoning with all statutory / public bodies, ensuring/making timely payment of all dues and taxes etc. to these bodies, keeping all NOCs and permits/ licenses duly validated at all times and taking prompt action to renew the same. No additional allowance will be paid to the agency for the same. To assist the Authority for preparing necessary registers/ records which have to be maintained by the Principal Employer and timely submission of the same to the concerned Labour office.

f. The contractor may at times of emergencies require to depute (shift) his staff to official residential flats of AUTHORITY for housekeeping services. Only conveyance in this regard will be paid by AUTHORITY based on the bill raised by the contractor. Overtime would entail, if the person deputed works beyond his scheduled shift timings.

g. The contractor shall undertake and accomplish all the tasks in Housekeeping inclusive of facade cleaning, preventive maintenance (tagging of open wires, thorough check up of all building systems- Fire system, electrical, plumbing etc, Regular maintenance (MEP) through on site deployment of electrician, plumber and carpenter, AMCs management(Lift, AC, Fire systems etc).

h. The tender shall be made for the complete cleaning of the External glass along with the ACP.

i. The cost of scaffolding is not included in the cost

j. The detail of one time glass cleaning is mentioned hereunder:-

- Total area of cleaning 26,000 sq ft.
- Required staff:- 2 spider, 1 supervisor.
- Staffs should be covered under the insurance.
- First cleaning would take approximately 20 days.
- Secured storage required for materials in premises.

- Requirement of an administrative person for the day to day work.
- Electricity and water may be used from the premises of the Authority.
- The date and time for the cleaning shall be mutually decided.
- The internal glass of facade shall not be included in the above cost.

6. Wages to be paid and Escalation

Wages to be paid to the unskilled category (housekeeper and chamber maid) should be as detailed in the annexure of the financial bid. The category of "Sweeping and cleaning" of Central Sphere should be followed for the minimum wages of the unskilled workmen.

The allowances indicated in the wage structure, i.e Conveyance allowance, allowance for lunch, washing, CCA etc. are temporary in nature and the Authority reserves the right to revise / modify / remove the said allowances at any given point of time and the agency has to suitably make the changes in the wages of the workmen. No loss of profit should be claimed by the agency for any decrease in the allowance / decrease in the no of workmen, etc. In other words, the percentage quoted by the agency would remain the same throughout the contract period irrespective of the wage structure and the no of workmen being deployed by the agency. However, the agency has to provide the bio metric attendance system at the Authoritys premises irrespective of the no of workmen being deployed. Where both Central and State rate is applicable for a particular scheduled employment, the rates of wages applicable as per state govt. At present, the wages prescribed by the Central labour Authority is higher and is as follows:

Wages in respect of House keeping Supervisors and Facility Manager (to be provided for full time at the Authoritys premises) is to be quoted by the agency and the same may be market driven but not less than the house keepers.

6.1 Bonus / Leave wages / Gratuity

Bonus @ 8.33% of wages per month will be payable to the employees of the contractor as per the Bonus Act, 1965. Wages [i.e., Basic + D.A = should not be greater than Rs. 3, 500/- (Rupees three thousand and five hundred only)] is to be considered for the calculation of bonus which should be paid only once in a year (within 8 months of the closing of the accounting year) as per the provisions of the Act. The bonus payment is included in the wage structure.

Leave wages: The workmen are entitled to leaves in a year as per prevailing norms.

Gratuity: The agency has to abide by the relevant gratuity payments to be made to the workmen as and when the same are applicable to the workmen. The payment of gratuity is also included in the wage structure.

The wage structure given in the annexure has also taken into account the bonus / leave wages / gratuity payable to the workmen on monthly basis. The contractor has to keep the said amount in an escrow account. The amount towards the bonus / leave wages / gratuity would be paid to the contractor proportionately every month and the agency has to pay the said amount to the workmen as and when the same are due and payable to the workmen.

The contractor has to give an undertaking every quarter that the said amount has been paid to workmen / are retained in the escrow account and would be paid as and when the same are due. If any amount is not paid to the workmen for any reason what so ever, the contractor has to return the amount back to the Authority. However, if the Authority is not satisfied with the submissions made by the contractor or if the Authority receives any complaint regarding non receipt of the said amount, the Authority reserves the right to recover the said amount from the monthly bills / from the performance guarantee submitted by the contractor.

The contractor must also be able to arrange for the replacement of the existing contract workmen, as per the instructions/ requirements of AUTHORITY. In case a contract staff is absent from duty, the contractor shall provide replacement without any additional cost to AUTHORITY. However, the contractor shall ensure that the contract staff shall get paid leaves, as per the prevailing labour laws.

7. Procurement of cleaning and other materials

a. After award of the work, the contractor will submit the name of '**make**' of cleaning material he proposes to use for cleaning the premises.

b. The contractor will provide a list of cleaning and other materials required by him during the month, in the beginning of each month. The cleaning material will be procured by the contractor directly and submit the invoices / bills etc. towards purchase of the same. AUTHORITY will reimburse the amount towards purchase of above said cleaning materials. The contractor will maintain a proper record of the cleaning and other materials purchased. The cleaning materials should be purchased from leading stores such as Sahakari Bhandar / Apna bazaar / Big Bazaar / D-mart / Hypercity etc.

In case of specialized tasky products, which have selected number of vendors, contractor may purchase the material after approval of AUTHORITY's officials.

8. Payment of Bills by the Authority

The monthly bills in respect of the contract staff provided by you at AUTHORITY would be processed only after all documents as indicated below are submitted along with the bill:

i. PF challan for the previous month. Please note that a separate sheet mentioning the names of the staff deputed at AUTHORITY and clearly mentioning the amount credited against their account with the PF office should be submitted. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.

ii. ESIC challan for the previous month. Please note that a separate sheet mentioning the names of the staff deputed at AUTHORITY and clearly mentioning the amount credited against their account with the ESIC office should be submitted. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.

iii. The original wages register, which has been signed by your employees deputed at AUTHORITY for receipt of payment for the previous month should also be submitted for certification of AUTHORITY representative as the principal Employer.

9. Work on Sunday and Holidays

The contractor has to arrange for engaging his workers on Sundays and holidays, if so desired by the Employer. The decision of the Employer will be final and binding in this regard.

10. Additional Work

Should any new areas of work transpire which the Employer considers are not envisaged as being part of this tender, the prices for the new scope of work shall be mutually agreed between the Employer and the contractor based on actual rate analysis on established norms . In the

event of non agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

11. Facilities to the contractor / by the contractor

The contractor will provide mobile phones to the housekeeping supervisors (1 nos.) deployed by him for carrying out housekeeping works. The charges towards the same are deemed to be included in the rate/s quoted by the contractor and no payment beyond quoted rate/s will be made to the contractor on this account.

The Contractor shall provide emergency telephone number/s during normal and after office hours operations with a maximum of two hour response time during any urgent requirements.

12. Compliance with all statutory requirements

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such Authority/authorities for carrying out the work. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from. The contractor should assist the Employer for preparing necessary registers/ records that have to be maintained by the Principal Employer and timely submission of the same to the concerned Labour Office.

Other compliances:

- All contract staff deputed by the contractor at AUTHORITY site should have in possession letters to this effect.

- Payment slips should be issued by the contractors to the staff deputed on AUTHORITY site.
- Identity card should be issued by the contractors to the contract staff deputed on AUTHORITY site.
- For ESIC – returned file should be submitted to AUTHORITY office on six monthly basis.
- For P.F. – returned file should be submitted to AUTHORITY office on yearly basis.

13. Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable for carrying out the work.

- a. Minimum Wages Act, 1948 (Amended)
- b. Payment of Wages Act 1936 (Amended)
- c. Workmen’s Compensation Act 1923 (Amended), as applicable
- d. Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- e. Apprentice Act 1961 (Amended)
- f. Industrial Employment (Standing Order) Act 1946 (Amended)
- g. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- h. Employees’ Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof.
- i. Employees State Insurance Corporation Act.
- j. Shop and Establishment Act, as applicable
- k. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

14. Obligations of the Contractor

- (1) The Contractor shall provide complete bio-data of his workers with photograph on his letter head. Any changes in the workers shall be immediately informed to the Authority in written form.
The Contractor undertakes to obtain such permission / license as may be required under the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor undertakes to produce the license / permission etc. so obtained to the Bank or furnish copies thereof as and when required by the Bank. The Contractor also undertakes to keep and get renewed such license, permission etc. from time to time. The Contractor shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- (2) The Contractor has to ensure that the staff deployed is dressed in neat and clean uniform. The Authority may specify the uniform, if required.
- (3) The Contractor shall be responsible for salary, compliance with labour laws and all other issues of all his workers. He shall supply, on regular basis, its evidence of its compliance with labour laws.
- (4) Each worker employed for housekeeping service shall be above age of 18 (eighteen) years or above.
- (5) Each worker shall be provided identity card by the Contractor.
- (6) The Contractor shall be responsible for the safety of his/her workers and security of the tools and tackles, equipments and other materials. The Authority shall not be responsible for any personal injuries to the workers and any loss to the Contractor.
- (7) The persons deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipments.
- (8) The Contractor should ensure proper health & safety measures of the employees and take necessary precautions in this regard.
- (9) The Contractor will be responsible for supply / installation / refilling / maintenance of all such items / equipments used for housekeeping purposes.
- (10) The Contractor would be required to maintain a record of cleaning activities and keep this record updated and current. The Authority or its representatives may inspect this record at any time and may specify changes/modifications in the format of record keeping.

15. Contract period

The work shall be awarded for a period of one year from the date of commencement of the work. The contract period may be extended for a further period on mutually agreed terms. The extension of contract is to entire discretion of AUTHORITY. If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, with a notice of winding up within a period of one month.

16. Manpower Requirement

The contractor will deploy following manpower for carrying out the work satisfactorily:

a. Housekeeping Supervisors:

The contractor will deploy 1 nos. Housekeeping supervisor. The housekeeping supervisor engaged by the contractor should have minimum qualification of HSC combined with an experience of minimum 10 years in the field of housekeeping or he should be a Diploma / Degree holder in Hotel management with minimum 2 years experience in field of Housekeeping.

The housekeeping supervisors will co-ordinate the Daily, Weekly & Monthly cleaning activities for the entire office premises.

b. House keepers (male)

- i. The contractor will deploy required nos. Of house keepers on floor between 7 a.m. to 8 p.m., 6 days a week (shift timing will be 7.00 a.m. to 04.00 p.m. and 11.00 p.m. to 08.00 p.m., with one hour lunch break).
- ii. The Contractor has to engage required manpower for attending specialised cleaning like brushing, scrubbing etc. on floors / terrace as and when required. No compensatory off / extra payment claims will be entertained for specialized cleaning job.

c. Chamber Maid (female)

The contractor will deploy requires no of lady toilet attendants in two shifts as decided by the Employer have to be engaged from 7.00 am to 7.00 pm on all working days.

The contractor must cover all employees under his charge for all statutory compliances like ESIC, PF, Accidental insurance / death. All housekeeping staff must be trained with required experience in a similar type of building to perform duties entrusted to them and must strictly be in proper uniform at all times.

Above mentioned manpower distribution can be remodelled from time to time in consultation with the Employer without compromising on quality of service and zero interruption to the occupant.

17. Dismissal of Workmen

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

18. Technical Audit / Scrutiny

The Employer shall have right to carry a audit / technical examinations of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organisations as appointed by the Employer. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

19. Records of daily operation

The Contractor shall provide printed comprehensive logbook procedures (chemicals used), containing tables for daily record of cleaning activity carried out in all units of the building.

20. Proposed work methods, supplies and plan

- a. The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services.
- b. The Authority at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.
- c. The contractor shall be required to submit for the Authority's approval a schedule of materials that shall be utilised for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.

- d. The contractor shall be required to submit for the Authority's approval a detailed mobilisation plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.
- e. The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly.

21. Quality control and assurance

a. Contractor's responsibilities

i. Quality Control

The Contractor shall be responsible for producing a Quality Control Procedure for implementation. The procedure shall contain inspection report forms to record the quality of materials and workmanship, in accordance with the requirements of the AGREEMENT.

The Procedure shall only be implemented with the approval of the Employer. The Contractor's facility manager shall be responsible for preparing the weekly Quality Control Reports, one copy of which together with all inspection reports forms shall be transmitted to Employer.

Successful Tenderer shall submit a typical Quality Control document from a previous contract.

ii. Quality Assurance

The contractor shall be responsible for producing and implementing a Quality Assurance Plan to ensure that inspection of the works are carried out in accordance with the relevant provisions of the AGREEMENT. The contractor shall designate a suitably qualified and experienced personnel to implement the approved Quality Assurance Plan.

b. Inspection by Employer

i. General

The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.

ii. Rejected Work and Equipment

The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to specifications.

The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, etc. will have to be done right by the contractor at his cost.

22. Reporting and Record keeping

a. Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

b. Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

c. Progress Meetings

Progress meetings shall be held on progress and the maintenance of the quality standards. The contractor and Employer's representative shall attend these meetings.

d. Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

e. Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

23. Termination of Contract

If the contractor fails to perform any of its obligations under this agreement and if the Authority is dissatisfied with the services of the Contractor, the Authority may terminate the services of the Contractor, with a notice of winding up within a period of one month of written notice. The Authority should not be liable for any cost/ damage/ expenses or any loss whatsoever that the Contractor may suffer on being served with winding up notice by the Authority.

24. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the instructions herein before mentioned and as to the quality of services or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, instructions, orders or these conditions or otherwise concerning carrying out of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of his to be outside the requirements of the contract or disputes any decision given in writing by the In-Charge in any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Employer in writing for written instruction or decision. Thereupon, the employer shall give his written instruction or decision within a period of one week from the receipt of the contractor's letter.

If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Employer for appointment of a sole arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

For the purpose of appointing the sole arbitrator referred to above, the Employer will send within thirty days of receipt by him the written notice aforesaid to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is being carried out.

The contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the Employer within thirty days of receipt by him of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the sole arbitrator, if the Employer wishes to pursue arbitration proceedings initiated by the contractor. If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to Employer a panel of three names of three persons who shall be unconnected with either party. The Employer shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his / her name to the contractor within thirty days of receipt by him of the names.

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The work under the contract shall however be continued to be carried out during the arbitration proceedings and no payment payable to the contractor relating to the disputed items shall be withheld on account of such proceedings.

The arbitrator from time to time with the consent of the parties enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the competent Authority of the Employer of the appeal.

It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the last bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. Further, it is agreed that for the purpose of this clause such notice is deemed to be received by the contractor within two days of posting of the letter by AUTHORITY or delivered by hand immediately after receipt thereof by the contractor whichever is earlier. Further, a letter signed by the officials of the AUTHORITY that the letter was posted to the contractor shall be conclusive.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996(26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing Employer and the contractor and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.50,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both parties.

25. Force majeure

Neither the Employer nor contractor shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or

more, the two parties shall mutually decide regarding the future execution of this contract.

26. Accidents

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

27. Safety Management and Protective Safety Measures

a. The contractor shall initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

b. The contractor shall maintain records including but not limited to contractor's employees training, hazard assessments, communications, permits, licenses and accidental investigations.

c. Adequate precautions shall be taken by the contractor to prevent danger from electrical equipment. No materials on site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. In case work of Catwalks / Balconies canopies necessary safety belts / helmets shall be provided to the workmen while carrying out the work.

d. Necessary protective and safety equipments shall be provided to the workers & supervisory staff by the Contractor at his own cost and used at site.

e. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

28. Occupational Health and Safety

With regards to occupational health and safety, the contractor shall adhere to the following:

Compliance

- Comply with applicable local regulatory requirements.
- Comply with applicable Employer's requirements specified in the contract document.

- Correct all health and safety non-compliance's in a timely manner to health or life or to stop work immediately, whenever required.
- Be liable for liabilities arising due to non-compliance of contractor employees, agents or subcontractors with applicable requirements

29. Declaration

I/We have inspected the premises and have made fully acquainted with the local conditions. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Article of Agreement, Conditions of Contract etc. and understood the same and on the basis of the same, I/We quote our rate/s in the schedule of quantity attached with the tender document.

Signature of Tenderer

Address :

Date :

AREA DETAILS OF THE PROPERTY

Present locations:

**Bihar Industrial Area Development Authority,
Udyog Bhawan,
Gandhi Maidan,
Patna-800004**

SCHEDULE OF HOUSEKEEPING EQUIPMENTS

Sr. No.	Name of the equipment	Quantity (nos.)
1.	Single Disc scrubber machine	1 no.
2.	Wet and dry vaccum machine (30ltr)	1 no.
3.	High Pressure Jet Machine	1 nos.
4.	Ladder	2 no.
5.	10mm thick "Karam" ropes (Indian brand)	
6.	Full body harness of "Karam" make (Indian brand)	
7.	Johnson diversey cleaning chemicals.	

The above equipments are to be strictly kept at site in working condition all time till the end of contract within the rate/s quoted by the contractor.