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भारतीय कृषि अनुसंधान परिषद का पूर्वी अनुसंधान परिसर

## ICAR RESEARCH COMPLEX FOR EASTERN REGION

(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत  
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA

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F.No.IRCER/P&S-12/17-18/Open Tender for Job Work/

Dated: 23.09.2017

## INVITATION FOR BIDS (IFB) - VI

(For Housekeeping/Sanitation Services at ICAR-RCER, Patna)

Note: - All the communications must be addressed to the Director, ICAR-RCER, ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA.

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From:-

Director, ICAR Research Complex for Eastern Region,  
ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800 014.

To,

Dear Sir,

On behalf of the Director, ICAR-RCER, Patna, tenders are invited for **Bi-Annual Job Contract for Housekeeping/Sanitation Services at ICAR-RCER, Patna.**

The terms and conditions of the contract, which will govern the contract, are those contained in the General Conditions of Contract (GCC) applicable to the contract placed by the ICAR-RCER and the Special Terms & Conditions detailed in the tender form and its schedules. Please submit the tender, if you are in a position to provide the requisite services in accordance with the requirements stated in the attached schedules.

2. (a) An earnest money of **Rs. 50,000/- (Rupees Fifty thousand only) only for the composite contract for IFB-VI** must be deposited in the form of **Demand Draft/Banker Cheque** in favour of **“ICAR Unit: ICAR-RCER, Patna”**. The tender will not be considered, if the earnest money is **not enclosed with the tender.**
- (b) NSIC registered firms for the above service, who are exempted from submission of tender fee and EMD must submit copy of valid NSIC registration certificate to avail the above exemption.
3. The rates must be submitted in the prescribed format.

**Contd.2/-**

4. The tenderer is being permitted to tender in consideration of the stipulation on his/her part that after submitting his/her tender, he/she will not withdraw his/her offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the foregoing stipulation, the EMD amount will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded.
5. The entire tender document including tender form should be returned intact with tenderer's signature on every page and any pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along-with the tender. The pages added must be numbered and number of pages added must be stated.
6. The tender is liable to be ignored, if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fulfilled. Individual signing the tender or other documents connected with the contract may specify whether he/she signs it in the capacity of: (i) as **sole proprietor** of the firm or **constituted attorney** of such sole proprietor of; (ii) a **partner** of the firm, if it is a partnership, in which case he/she must have authority to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney; or (iii) **constituted attorney** of the firm, if it is a **company**.
7. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to sign such and if, on enquiry it appears that the persons (are) so signing without authority, the Institute will cancel the contract and hold the signatory liable for all costs and damages. Such page of the tender and the schedules to the tender and annexure, if any, should be signed by the tender(s).
8. The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be *super-scribed "Housekeeping/Sanitation Services at ICAR-RCER, Patna". The tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All supporting document towards qualification criteria including EMD and Tender Document Fee must be placed in the Technical Bid. The Financial Bid will have only Schedule of Rates.* Tender, if it is to be hand-delivered, should be put in the tender box at this office at Room No. 104 (Purchase & Store Section) not later than **02.30 P.M. on the last date of receipt i.e. 18.10.2017.**
9. The tenderer is at liberty to be present or to authorize a representative to be present at the opening of the tender on the last date of receipt at **03.00 P.M.** The name and address of the representative who would be attending the opening of the tender on behalf of tenderer should be indicated in tender. Please also state the name and address along with telephone of your permanent representative, if any.
10. Acceptance by the Institute will be communicated by Speed Post/Fax/E-mail or any other form of communication. Formal letter of acceptance of the tender will be forwarded as soon as possible, but the sooner the instructions are received through any mode of the official communications, the earlier these instructions should be acted upon.

Yours faithfully

For and on behalf of the Director ICAR-RCER, P/O – BVCC, Patna

**GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT**

1. **Buildings and the Location:** - Main Complex is situated at the ICAR Parisar, P/o - BVCC, Patna - 800 014 and Guest House & Workshop is situated at the WALMI Complex, P/o – Phulwari Sharif, Patna – 801505 i.e. 6 KM distance between Main Complex, the other details are as under:-

Sl. No. (1)	Description of Sanitation Work (2)	Unit (3)	Qty./No.* (4)
<b>1</b>	<b>Cleaning of Floor (Daily before 9.30 AM)</b>		
a.	Main Campus (including toilet floor, gallery and CC lawn and connecting Road)	Sq.mtr.	5000.00
b.	WALMI Complex (ICAR Part)	Sq.mtr.	870.00
c.	Guest House at WALMI Campus	Sq.mtr.	670.00
<b>2</b>	<b>Cleaning of Rooms (Daily before 9.45 AM)</b>		
a.	Small Rooms (14 – 20 m <sup>2</sup> )	Nos.	60
b.	Medium Rooms (21 – 40 m <sup>2</sup> )	Nos.	30
c.	Halls (55 – 120 m <sup>2</sup> )	Nos.	35
<b>3</b>	<b>Cleaning of toilet/Urinals (Twice daily, Once before 10.00 AM and Second before 2.00 PM)</b>		
a.	Common Toilets	Nos.	30
b.	Common Urinals	Nos.	30
c.	Common Toilets (WALMI)	Nos.	02
d.	Attached toilet	Nos.	30
<b>4</b>	<b>Cleaning of Furniture/ furnishing items using Vacuum cleaner (once in every week)</b>		
a.	Chairs	Nos.	1000
b.	Table	Nos.	400
c.	Sofa	Nos.	40
d.	Carpet	Sq.mtr.	800
<b>5</b>	<b>Cleaning of Miscellaneous items (once in a month)</b>		
a.	Ceilings	Sq.mtr.	700
b.	Artificial partitions	Sq.mtr.	450
c.	Reception desks	Nos.	02
d.	Doors, window panes, grills of iron gates	Nos.	650
e.	Artificial plants	Nos.	15
<b>6</b>	<b>Proper and efficient disposal of office waste in the Dustbin and the transportation of waste to proper dumping site of complex. (Once daily before 10 AM)</b>	<b>Nos. of Dustbin</b>	<b>50</b>

\* This quantity will be taken into account, only for the purpose of evaluation/comparison of bids, and, that during actual implementation of contract, the actual quantity may vary as per actual demand.

2. **SERVICES:-**

- (a) This is a service contract.
- (b) The entire open area and the built up area in all the buildings will have to be cleaned/maintained strictly as per the Charter & Schedule of services and Schedule of material use as indicated at **Annexure-I&II**.
- (c) The service providing firm/Agency is required to keep the material required for a month in advance after satisfying I/c EMU and I/c Guest House respectively, regarding the

quality and quantity of the material. In case of insufficient and unsatisfactory use of material, the Institute reserves the right to supervise the purchase of required material through the designated officials.

- (d) The non-compliance of schedule of services may attract the penalty of deduction of payment worked out on pro-rata basis from the monthly charges for the portion of services completed after scheduled time.

3. **Materials to be used:** - All cleaning tools including vacuum cleaner and cleaning materials will be arranged by the agency. Following brand of materials is only to be used:-

Sr. No.	Items	Brands
1.	Disinfectant / Cleaning liquid	Cleanzo
2.	Sanitary Cube	Homocol/Premium quality
3.	Liquid Soap	Dettol
4.	Naphthalene balls	Trishul/Premium Quality
5.	Room Freshener	Premium Quality
6.	Cleaning Powder	Vim/Surf
7.	For Cleaning glass, furniture, computer etc.	Colin
8.	For toilet flush	Harpic / Kiwi Kleen block
9.	Air Freshener	Odonil

- (a) The selected agency shall provide required services for performing the job of maintenance of cleaning services at the ICAR-RCER - Main Complex & WALMI Complex. The agency shall employ good and reliable persons with robust health and clean record (antecedent duly verified by the police department) preferably within the age group 21 to 45 years to carry out the service contract. In case any of the personnel so engaged by the agency is not found suitable by the Institute, the Institute shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard, to replace such persons immediately.
- (b) The housekeeping and sanitation services are to be provided as detailed in charter & schedule of services from 8:00 a.m. to 4.00 p.m. uninterruptedly and schedule of material use in all working days. It is to be ensured by the contractor that these services on each floor are provided and supervised.
- (c) The Agency is free to deploy numbers of manpower as per the need of the services to be provided for completion of scheduled work.
- (d) The personnel engaged by the agency for this job contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the personnel so engaged by the contractor.
- (e) The agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum Wages Act and other relevant acts and the Institute shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel.
- (f) The Institute shall not directly or indirectly engage any personnel of the agency during the period of contract.

- (g) The job of minor shifting of furniture items and other items will also be done by the personnel engaged by the contractor for the referred job as and when required.
- (h) All the persons deployed will carry Identity card issued by the agencies, perform their duty in proper uniforms and will maintain a smart turn-out. The agency shall, at its own cost, provide suitable uniforms (summer and winter) to the personnel.
- (i) The tenderer will also have to furnish particulars relating to ESI, EPF, Registration under Contract Act, turnover, infrastructure etc.
- (j) The agency shall furnish experience of performing job contract of cleanliness in reputed ICAR/Govt/Semi Govt buildings and other organizations.

**4. ELIGIBILITY CONDITIONS:-**

- (a) The firm should have at least five years of experience of performing job contract of Sanitation Services in reputed ICAR/Govt/Semi Govt /Govt. undertaking/University and other establishments.
- (b) The firm should have at least completed one similar contract of value not less than **Rs.10.00 lakh** per annum satisfactorily in the Government Department during any of the last three years.
- (c) The firm should have minimum annual turn-over of Rs. 50.00 lakhs during last five financial years. **Certified Balance Sheet** of the firm for last five years (**2012-13, 2013-14, 2014-15, 2015-16 & 2016-17**) by the chartered accountant.
- (d) The firms should have at least 44 workers (preferably sanitary workers) / Supervisor registered under ESI & EPF.
- (e) The firm should submit solvency certificate from their bankers for more than **Rs.10 Lakh (Ten lakh)**. Alternatively, the firm should submit their bank statement for last three months, showing deposit of at least Rs. 10.00 lakhs on at least any one day during the period.
- (f) The firm should have valid Labour Contract license for their ongoing contracts, if any.
- (g) The firm must have GST Registration.
- (h) Registration with Income Tax Department (Copy of PAN & IT returns for last three years).
- (i) Whether the firm has any legal suit criminal case pending against it for violation to PF/ESI, Minimum wages Act or other laws (give details). The firm/agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.
- (j) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
- (k) Employee EPF registration certificate.
- (l) Employee ESI registration certificate.

- (m) Complete Documentary proof of EPF and ESI return for the last three months.

**All the above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case if any mandatory information (as required from 4(a) to 4(m) as mentioned above) is not furnished alongwith the valid supporting documents, the Technical Bid is liable to be rejected. Only those Financial bids whose Technical Bids are found responsive will be opened on specified date/time, fixed by the office with advance intimation provided to the responsive bidders through the institute website/E-mail, FAX, or Telephonic message.**

5. **Evaluation of the quotation:-** The Institute will evaluate and compare the quotations determined to be substantively responsive i.e. whichever quotations are properly signed and sealed, fulfill all the eligibility conditions, conform to the terms and conditions and meet the minimum wages criteria and other statutory requirement. The Institute will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.
6. **TERMS OF THE CONTRACT:-** Initially, the terms of the contract will be for two years. On the expiry of the contract or on its termination, the Complex reserves the right to renew the contract on yearly basis on the terms and conditions that may then be mutually agreed upon.
7. **MODE OF PAYMENT:-** The agency shall submit monthly bills along with the proof of depositing Tax and EPF & ESI contribution for the personnel engaged at the site for the job performed during the preceding month on the first working day and the Institute shall make payment by means of online payment through RTGS/NEFT, in favour of the agency. However, taxes which are as per the rules of the Govt. of India as well as Govt. of Bihar shall be deducted at source from monthly bills of the successful tenderer. The agency shall make payment to their employees through cheques or transfer into the employee's bank account only.
8. **TERMINATION:-** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties, if delivered to them personally or dispatched at the address given hereinunder through registered post.
9. **LOSS AND / OR DAMAGES:-** In case of any loss or damage done to the property of the Institute by the personnel provided by the agency for sanitary duties at ICAR-RCER - Main Complex & WALMI Complex, full damages will be recovered from the Agency and decision of the Director, ICAR-RCER shall be binding on it.
10. **SECURITY DEPOSIT:-** An amount of Rs. 1,00,000/- lakh (Rupees One lakh) only in form of Demand Draft, Bankers Cheque or Bank Gurantee as Security Deposit for the composite contract for IFB-VI is to be deposited by the selected agency/successful tenderer, only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Institute.
11. The contractor is advised to undertake a complete survey on his own, in respect of all the buildings before offering rates.

12. The contractor shall make payment of wages by Cheque or Account transfer (to those employees having bank account) to his personnel engaged by him by **7th** of the following month in the premises of ICAR-RCER in the presence of an officer designated for the purpose by competent authority of ICAR-RCER, so that there is no disruption in the performance of duties of deployed personals. Wages should be according to Minimum Wages Act and other relevant statutory Acts applicable for State/Central Govt. ICAR-RCER reserves the right to check periodically payment of wages made by Contractor to security personnel's deployed.

**BILLS MUST BE SUBMITTED IN TRIPLICATE ALONG WITH PERSON-WISE DETAILS OF EPF AND ESI CONTRIBUTIONS DEPOSITED IN THEIR INDIVIDUAL ACCOUNT.**

**FURTHER, THE AGENCY MUST, ALONG WITH THE BILLS AND EPF AND ESI DETAILS, PROVIDE THE PHOTOCOPY OF BANK CHALLAN USED TO MAKE THE DEPOSIT/PAYMENT FOR EPF AND ESI CONTRIBUTIONS BY THE CONTRACTOR ON MONTHLY BASIS.**

13. **Income Tax will be deducted from the payments due for the work done as per rule.**
14. In the financial bid the bidder must quote the rates in figures as well as in words. The amount of each item should be worked out and total should be given.
15. The pre-receipted bill shall be submitted by the Agency in triplicate duly supported by proof of attendance, payment of statutory charges/subscription etc., Payment will be made by cheque/e-payment. Payment will be made against monthly bills supported by requisite documents. Income Tax will be deducted as per rates relevant rules.
16. The Agency shall have to provide Telephone numbers for 24 hours contact.
17. The Agency should abide by rules laid down by any statutory authority relevant to the deployment of Housekeeping Labourers.
18. It is mandatory for the agency to maintain all statutory registers in connection with their work at the Institute campus and produce them as and when demanded by the authorities of the Institute and Labour Commissioner or its authority.
19. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The Contractor shall indemnify and keep indemnified the Institute from any claims. Loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, ICAR-RCER, Patna shall be final and binding on the contractor.
20. The Agency is advised to do a complete survey on his own of all the buildings/area before offering rates.
21. In case of any dispute arising, decision of Director, ICAR-RCER will be final and binding.
22. **LEGAL OBLIGATIONS:-**

All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct,

arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor, He shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-

- a. The contract Labour (Regulation & Abolition) Act., 1970
- b. The contract Labour (Abolition & Regulation) Central Rules, 1971
- c. The Minimum wages Act., 1948
- d. The Employer's Liability Act., 1947
- e. The Payments of wages Act., 1936
- f. The Factories Act., 1948
- g. The Workmen's Compensation Act., 1923
- h. The Employees Provident Funds and Misc. Provisions Act.,1952
- i. The Payment of Bonus Act., 1976
- j. The Equal Remuneration Act., 1976
- k. The Industrial Disputes Act., 1947

### **PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount of Rs.2000/- will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required as specified penalty of Rs.1000/- per worker per day will be deducted from the bill.

The Director, ICAR RCER Patna reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, ICAR RCER Patna shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

### **EQUAL QUOTED RATE CLAUSE:**

**In the event of the lowest bid prices quoted equally by two or more bidders, the contract will be awarded to the bidder, who fetches maximum marks in the technical evaluation, as per the following merits:-**

<b><u>Sl. No.</u></b>	<b><u>Technical Evaluation Criteria</u></b>	<b><u>Weightage (100 Marks)</u></b>
<b><u>1.</u></b>	<b><u>Years of continuous existence as a registered Housekeeping/Sanitation services provider ( to be supported with relevant documents)</u></b>	<b><u>30 Marks (6 Marks for each year of legal existence, restricted to maximum 5 years, as on the date of opening of bids. Records of only last 5 financial years (2011-12 to 2016-17) will be counted.)</u></b>
<b><u>2.</u></b>	<b><u>Years of having a minimum Annual Turn-over of Rs. 50 lakhs ( to be supported by relevant document)</u></b>	<b><u>30 Marks (6 Marks for each year of having minimum Annual Turn-over of Rs. 50 lakhs, restricted to maximum 5 years, as on the date of opening of bids. Records of only last 5 financial years (2011-12 to 2016-</u></b>



<p><b><u>3.</u></b></p>	<p><b><u>Years of providing the minimum strength of 44 nos. of housekeeping personal to the Central/State Government Institution/PSUs, etc. (to be supported by relevant documents)</u></b></p>	<p><b><u>17) will be counted.)</u></b>  <b><u>30 Marks (6 Marks for each year of providing minimum strength of 44 nos. of housekeeping personal to govt. bodies, restricted to maximum 5 years, as on the rate of opening of bids. Services of only last financial years (2011-12 to 2016-17) will be counted)</u></b></p>
<p><b><u>4.</u></b></p>	<p><b><u>Years of providing satisfactory housekeeping services in ICAR institutes across India.</u></b></p>	<p><b><u>10 Marks (2 Marks for each year of satisfactory service provided, restricted to maximum of 5 years of service provided in different or one ICAR institutes till date. Services of only last 5 financial years (2011-12 to 2016-17) will be counted).</u></b></p>

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TENDER FOR ANNUAL CONTRACT FOR PROVIDING HOUSEKEEPING/SANITATION SERVICE AT ICAR-RCER, PATNA

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Full Name and address of the tenderer in addition to address and other relevant information needed for the complete Address:-

-----  
Telephone No.  
Mobile No.  
E-mail:

-----  
From:- M/s.....  
(Contractor's Name and Address)

To  
Director,  
ICAR Research Complex for Eastern Region,  
ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800 014.

Sir,

1.I/we have read all the particulars regarding the general information and other terms and conditions of the contract for providing Housekeeping/Sanitation Services at ICAR-RCER - Main Complex & WALMI Complex and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Bid form attached to this tender and I/we agree to hold this offer open till 180 days. I/ we shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender \_\_\_\_\_. The Bid Form(s) attached with this tender is/are at page Nos. \_\_\_\_\_.

4. Every page so attached with this tender bears my signature and the official seal.

5. Pay Order/Demand Draft No.\_\_\_\_\_ of Rs.\_\_\_\_\_ drawn in favour of "ICAR Unit: ICAR-RCER, Patna" is enclosed as earnest money as required.

Signature & Seal of Tenderer with date \_\_\_\_\_

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

Bank Accounts No.: \_\_\_\_\_

Bank Branch Name: \_\_\_\_\_

IFSC CODE: \_\_\_\_\_

Name & Signature of witness: \_\_\_\_\_

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

**ANNEXURE-I****CHARTER & SCHEDULE OF SERVICES**

Sr. No.	Details of Service	Locations	Frequency & Scheduled Time
1.	Proper and efficient sweeping and cleaning of the entire Buildings' floor area within the office premises of ICAR-RCER - Main Complex, WALMI Complex.	Both premises (Main Campus and Walmi Campus)	Daily on all working days, To be completed before 09.45 A.M.
2.	Proper and efficient cleaning using water, Vim, Harpic and Cleanzo of all floor area, glazed looking mirrors, sanitary ware and its fittings pipes etc.	All common & attached toilets.	Two times on all working days First cleaning be completed before 10.00 A.M. Second cleaning to be completed before 2.00 P.M.
3.	Proper and efficient sweeping, cleaning, mopping using cleanzo, dusting/wiping of all items within the room.	Both premises (Main Campus and Walmi Campus)	Daily on all working days, Senior Officer's room by 9.30 AM. Other rooms - by 10.00 AM.
4.	Proper efficient sweeping, cleaning, mopping using cleanzo, of staircase and corridors, dusting of stair bar.	-do-	Daily all working days. To be completed by 11.00 A.M.
5.	Proper and complete cleaning and swabbing of false ceilings, artificial partitions, reception desks and all other accessories like doors, window panes, grills of iron gates and artificial plants etc.	-do-	Once in a Month.
6.	Cleaning of Chairs, Sofa, Carpets etc using Vacuum cleaner	-do-	Once in a week.
7.	Proper and efficient disposal of office waste in the Dustbin/proper site of complex.	-do-	On all working Days.
8.	Completion Report of scheduled works.	-do-	On all working Days.

**ANNEXURE-II****Schedule of material to be used**

Sr. No.	Materials	Frequency
1.	Cleanzo for mopping and cleaning rooms	Daily
2.	Liquid soap + Naphthalene ball + Homocol Cube in Urinal Pots	Daily
3.	Harpic/kiwi Kleen in flash cistern of all toilet	Twice in a month
4.	Cleaning of table computer and other accessories using Colin	Once in a week
5.	Cleaning of toilet using vim/surf/Harpic Toilet cleaner	Daily
6.	Room freshener (Premium brand) in all rooms	Daily
7.	Auditorium and Committee Rooms/Seminar Rooms	Daily / As and when required
8.	Odonil in all Toilets	Twice in a month

**SCHEDULE TO TENDER****PART-I**

1. Name of the Firm/Agency
2. Constitution of the Firm/Agency
  - a) Indian Companies Act 1956
  - b) Indian Partnership Act, 1932: (please give names of partners)
  - c) Any other Act, if not, the owner
3. For partnership firms whether registered under 'The Indian Partnership Act, 1932', please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
  - ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
  - iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case maybe.
4. Name and Full Address of their Bankers
5. Value of Solvency Certificate issued by their bankers
6. Registration Number of the firm
7. ESI No. of Firm
8. EPF No. of Firm
9. Registration No. under Contract Act
10. Goods and Service Tax Registration no. of the firm
11. PAN Number
12. Experience in no. of years
  - (a) Public Sector/ Government Departments
  - (b) Private Sector
 (Name and address of client departments may be indicated.)
13. Turnover of last 5 years (Certified copy be attached).
14. Number of Sweepers/ supervisor registered under ESI & EPF.

All the above information of Part I of schedule I must be accompanied with the certified copies of the documents, failing which the quotation will be liable to be rejected.

**SCHEDULE-I**

**Part-II**

1. Detail of the Earnest Money Deposited:-
  - a) Demand Draft number with date and Bank drawn on.

**Part-III**

1. Name and address of the firm's representatives and whether the firm would be represented at the time of opening of the tenders.

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

**Authorised Signatory**

**Please add supplementary pages to be numbered wherever needed.**

**SCHEDULE-II****(FINANCIAL BID FOR HOUSEKEEPING SERVICES AT ICAR-RCER, PATNA)**

1. Last date of receipt of Tender:- 18.10.2017 at 02.30 P. M.  
 2. Date of opening of Tender:- 18.10.2017 at 3.00 P.M.

The tender will remain open for acceptance **up** to 180 days from the date of opening of bid. The rates tendered will be valid for a period of two years from the date of acceptance of the rates.

To

The Director,  
 ICAR Research Complex for Eastern Region,  
 ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800 014.

Sir,

I/we wish to submit our tender for providing Housekeeping/Sanitation services at ICAR-RCER - Main Complex & WALMI Complex on the following rates:

(In Rupees)

Sl. No.	Description of Sanitation Work	Unit	Qty./No.*	Monthly Rate per unit of work (₹) #	Total Monthly Amount (₹)
(1)	(2)	(3)	(4)	(5)	(6) [= (4)x(5)]
<b>1</b>	<b>Cleaning of Floor (Daily before 9.45 AM)</b>				
	a. Main Campus (including toilet floor, gallery and CC lawn and connecting Road)	Sq.mtr.	5000.00		
	b. WALMI Complex (ICAR Part)	Sq.mtr.	870.00		
	c. Guest House at WALMI Campus	Sq.mtr.	670.00		
<b>2</b>	<b>Cleaning of Rooms (Daily before 9.45 AM)</b>				
	a. Small Rooms (14 – 20 m <sup>2</sup> )	Nos.	60		
	b. Medium Rooms (21 – 40 m <sup>2</sup> )	Nos.	30		
	c. Halls (55 – 120 m <sup>2</sup> )	Nos.	35		
<b>3</b>	<b>Cleaning of toilet/Urinals (Two times daily, First cleaning before 10.00 AM and Second one before 2.00 PM)</b>				
	a. Common Toilets	Nos.	30		
	b. Common Urinals	Nos.	30		
	c. Common Toilets (WALMI)	Nos.	02		
	d. Attached toilet	Nos.	30		
<b>4</b>	<b>Cleaning of Furniture/furnishing items using Vacuum cleaner (once in a week)</b>				
	a. Chairs	Nos.	1000		
	b. Table	Nos.	400		

	c.	Sofa	Nos.	40		
	d.	Carpet	Sq.mtr.	800		
<b>5</b>		<b>Cleaning of Miscellaneous items (once in a month)</b>				
	a.	Ceilings	Sq.mtr.	700		
	b.	Artificial partitions	Sq.mtr.	450		
	c.	Reception desks	Nos.	02		
	d.	Doors, window panes, grills of iron gates	Nos.	650		
	e.	Artificial plants	Nos.	15		
<b>6</b>		<b>Proper and efficient disposal of office waste in the Dustbin and the transportation of waste to proper dumping site of complex. (Once daily before 10 AM)</b>	<b>Nos. of Dustbin</b>	<b>50</b>		
					<b>Total**</b>	
					<b>GST</b>	
					<b>Grand Total</b>	
<b>Grand Total (In Words)</b>						

**\* I/We fully understand that this quantity will be taken into account, only for the purpose of evaluation/comparison of bids, and, that during actual implementation of contract, the actual quantity may vary as per actual demand.**

**\*\* I/We also fully understand that as and when the Union Ministry of Labour enhances the statutory Minimum Wages, the total wages quoted in my/our bid would also increase in equal proportion, in accordance with the Minimum Wages Act, 1948.**

**# The rate quoted must include all charges including service charge and the Institute will not bear any extra charge under any circumstances.**

I/we agree to the forfeiture of the earnest money deposited by me/us in connection with this tender if I/we fail to comply with any of the terms & conditions in whole or in part as laid down in the quotation form. We have carefully read the terms and conditions of the tender and agree to abide by these in letter and spirit.

Any other terms and conditions that the tender(s) would like to specify form a part of this schedule only:-

Signature \_\_\_\_\_

Name and address of the firm with

Phone No./Mobile No. \_\_\_\_\_

Email address:

Name of Firm's Bank:

Name of Bank Branch

Bank Account No.:

IFSC Code:

**SPECIAL TERMS & CONDITIONS OF THIS BIENNIAL CONTRACT**

Keeping in view the guidelines enunciated by the Ministry of Finance, Department of Expenditure in the Manual of Procurement of Good & Services, 2006 in accordance with the new General Financial Rules (GFR), 2017, it has been decided to introduce the element of Price Variation for labour-element (hereby stipulated at 50% in accordance with these guidelines) at the time of regular half-yearly Wage-Revisions by the Ministry of Labour, Govt. of India. The **illustrative formula for price variation clause** is reproduced below, from the aforesaid **GoI, MoF Manual**, followed by **an illustrative example for using this price variation formula**:-

**ILLUSTRATIVE FORMULA FOR PRICE VARIATION CLAUSE**

The formula for Price Variation should ordinarily include a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25%. That portion of the price represented by the fixed element, will not be subject to variation. The portions of the price represented by the material element and labour element alone will attract price variation. The formula for price variation will thus be:

$$P_1 = P_0 \{F + a (M_1/M_0) + b (L_1/L_0)\} - P_0$$

2.

- Where  $P_1$  is the adjustment amount payable to the supplier (a minus figure will indicate a reduction in the Contract Price)
- $P_0$  is the Contract Price at the base-level.
- $F$  is the Fixed element not subject to Price variation.
- $a$  is the assigned percentage to the material element in the Contract price.
- $b$  is the assigned percentage to the labour element in the Contract price.
- $L_0$  and  $L_1$  are the wage indices at the **base month and year** and at the **month and year of calculation** respectively.
- $M_0$  and  $M_1$  are the material indices at the **base month and year** and at the **month and year of calculation** respectively.

3. If more than one major item of material is involved, the material element can be broken up into two or three components such as  $M_x$ ,  $M_y$  &  $M_z$ .

Where price variation clause has to be provided for **services** (with **insignificant inputs of materials**) as for example in **getting Technical assistance** normally paid in the form of **per diem rates**, the price variation formula should have **only two elements** viz. a **high fixed element** and a **labour element**. The **fixed element** can in such cases be **50% or more**, depending on the **mark-up** by the **supplier** of the **Per diem rate vis-à-vis the wage rates**.



4. **Following conditions would be generally applicable to Price Adjustment:-**

- (a) **Base dates shall be due dates of opening of tenders.**
- (b) **Date of adjustment shall be mid point of manufacture.**
- (c) **No price increase is allowed beyond original DP, unless the delay is attributable to the buyer.**
- (d) **Total adjustment will be subject to maximum ceiling prescribed in the contract.**
- (e) **No price adjustment shall be payable on the portion of contract price paid to the contractor as an advance payment.**

**AN ILLUSTRATIVE EXAMPLE FOR USING PRICE VARIATION FORMULA**

As per the clause 3 of the guidelines of Ministry of Finance on “Illustrative Formula for Price Variation Clause” reproduced at preceding Annexure-II, the Price Variation Formula should have only two elements viz. a high Fixed Element and a Labour Element. The Fixed Element can in such cases be 50% or more.

Accordingly, in case of our IFB - VI, inviting bids for Job-Rate-Contract for Job-Schedule Nos. 1 & 2, it is decided to have the only following two elements in our Price Variation Formula:-

- i) **Fixed Element:** It will be 50% of each & every Job-Rate quoted by the Bidder.
- ii) **Labour Element:** It will equally be 50% of each and every Job-Rate Contract quoted by the Bidder. This element will be variable, exactly as per the Minimum Wages fixed from time to time, by the Ministry of Labour, Govt. of India, for different categories & workmen viz. Agricultural / Highly-skilled, Skilled .... etc. as the case may be.

For example, suppose, a successful contractor has quoted the rate of Rs.200/- for a certain Job-Work. Then, Rs.100/- (i.e. 50%) of this job-rate would be taken to be the fixed element and would not be subject to any change during the entire period of contract.

However, the remaining 50% of Job-rate (i.e. Rs.100/-) would constitute the labour-component of job-rate, and would vary exactly as per the Govt. of India, Ministry of Labour, Rate-Revision for Minimum Wages. **So, in case the Central Govt. increases Minimum Wages by x%**, then the increase in Labour Component would equally be x%.

Thus, in this case, if the Minimum Wages is enhanced by, say, 10%, then the contractor would get Rs.210/-, as labour-component-rate of Rs.100/- is increased to Rs.110/- on account of 10% increase in Minimum Wages notified by Central Government.

**ANNEXURE - I****DRAFT SPECIMEN AGREEMENT**

This agreement is made at ICAR-RCER, Patna on \_\_\_\_\_ day of \_\_\_\_\_ (month/year) between ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800014 (hereinafter called ICAR-RCER, Patna) through Director, which term shall include its successors, assignees etc. on the first part and \_\_\_\_\_ (name & address of the firm), \_\_\_\_\_ (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the **ICAR-RCER, Patna** has decided to assign the Bi-Annual job work contract for providing **Housekeeping and Sanitation services** as listed in the bidding document under IFB-I at ICAR-RCER, Patna to the Firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. \_\_\_\_\_ (date) \_\_\_\_\_ and will remain in force for a period for **two years** but can be terminated by ICAR-RCER, Patna by giving one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for Bi-Annual job work contract for providing **Housekeeping and Sanitation services** as listed in the bidding document under IFB-VI at ICAR-RCER, Patna.
3. The **firm will provide full particulars of every worker deployed by it for providing the services and get their character and antecedents verified from the Police Authorities.**
4. **All personnel posted at premises shall at all times** and for all purpose be deemed to be employee of the firm and the ICAR-RCER, Patna shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ICAR-RCER, Patna premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ICAR-RCER shall have the right to ask for the removal from the ICAR-RCER premises, in respect of any personnel considered by the ICAR-RCER, Patna to be incompetent, disorderly or for any other reason, and such person shall not again be deployed without the consent of the ICAR-RCER, Patna.
7. The manpower deployed by the Agency should work as per the working days and timings of the ICAR-RCER, Patna. No extra wages will be paid for attending office on weekends, holidays and late - sitting.
8. Monthly consolidated charges for job/ work contract for providing the above-cited services at ICAR-RCER, Patna, as per the terms and conditions specified in General Information and other term and condition of the Contract, (Annexure I & II) Scope of work in the tender document including all the taxes viz. GST and other taxes as applicable will be paid to the firm by the Institute. The firm will raise a bill of this amount on 1st working day of every

month and the payment released by the Institute in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan alongwith list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill.

9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the ICAR-RCER, Patna. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty.
12. That the firm shall issue identity card to each of the workers engaged for entry into ICAR-RCER, Patna premises.
13. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director ICAR-RCER, Patna may cancel the contract.
15. That the Firm agrees to discharges all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, workmen's Compension Act, 1943, E.P.F., E.S.1. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified ICAR-RCER, Patna on account of any failure to comply with the obligations under various laws or damage to ICAR-RCER, Patna due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/ workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the ICAR-RCER, Patna and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR-RCER, Patna against any claim that it may have to meet towards the employees/ workmen of the Firm. Firm's employees/ workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of ICAR-RCER, Patna.
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. / State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute, which is attributable to the firm, full damages will be recovered from the firm.
19. The Firm shall not transfer its right or sub- contract to anyone else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
21. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the" contract with trust deligently and honestly.

22. In case of any accident/loss of life of the workers during discharging duties, compensation to be given to the workers will be borne by the Firm.
23. There will be surprise checking by an Officer. Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.
24. The firm shall provide a Coordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE**

1. An amount of Rs.2000/- will be levied as liquidated damages per day whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required penalty of Rs.1000/- per worker per day will be deducted from the bill.

The decision of Director, ICAR-RCER, Patna shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

**(For the Institute)**

Witness:-

1. \_\_\_\_\_

2. \_\_\_\_\_

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas M/s ..... (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of ..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No. ....

KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... are bound unto ..... (hereinafter called the “Purchaser) in the sum of .....for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 2017.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
The Director,  
ICAR-RCER, ICAR Parisar,  
P/o – BVCC, Patna – 800 014 (BIHAR).

WHEREAS ..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch