

BUREAU OF INDIAN STANDARDS
(CENTRAL TESTING & CALIBRATION CENTRE)
UNDER THE MINISTRY OF CONSUMER
AFFIARS, FOOD & PUBLIC DISTRIBUTION.
(GOVERMENT OF INDIA)
PLOT NO. 20/9, SITE –IV,
SAHAIBABAD INDUSTRIAL AREA
SAHAIBABAD 201010
DISTRICT- GHAZIABAD (U.P)
PHONE 0120-4177117/18
E-MAIL- admincl@bis.org.in
WEB-SITE. www.bis.org.in

TENDER DOCUMENT FOR HIRING OF
HOUSEKEEPING, GARDENING, DIESEL
GENERATOR SET OPERATION, SERVICES
ON QUANTUM BASIS AT BIS CTCC
CAMPUS SAHAIBABAD, GHAZIABAD UP

BUREAU OF INDIAN STANDARDS
Central Testing & Calibration Centre
20/9, Site IV, Sahibabad Industrial Area
Sahibabad - 201010, Distt Ghaziabad, UP

TENDER NOTICE

*Bureau of Indian Standards invites sealed bids, under two bid systems (Technical bid and Financial bid) for **Hiring of Housekeeping & Diesel Generator set Operation and Gardening Services from eligible bidders.***

2. *The blank Tender document is available from 01/08/2014 to 22/08/2014 during the office hours. The Tender document can also be downloaded from www.bis.org.in.*

3. *The bid can be submitted in the manner indicated in the tender document on or before 22/08/2014 15.00 hrs. The Bureau reserves the right to reject any or all the bids without assigning any reason.*

Sandeep Meena
Dy. Director (A&F)

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

1.1 Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for Hiring of Housekeeping & Diesel set operation and Gardening Services on quantum basis as specified in the **Schedule-3** of Tender document.

2. Issue of Tender Document:

2.1 The blank Tender document will be available during the period indicated in the **Schedule-4**, during the office hours.

2.2 The Tender document can also be downloaded from the website of the Bureau (www.bis.org.in).

2.3 Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

2.4 No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.

2.5 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. Language of Bid/Contract: The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. Pre-bid Conference:

4.1 A Pre-bid conference of all intending Bidders will be held at the scheduled date and time indicated in the **Schedule-4**. Intended Bidders will be allowed to seek clarification, if any.

5. Validity of Bids:

5.1 The Bids will be valid for a period of 90 days from the date of its opening.

6. Earnest Money/ Bid Security:

6.1 The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-4**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, or a Bank Guarantee as per format indicated in **Annexure-1** of **Schedule-7**.

6.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

6.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau CTCC for Hiring of Housekeeping and Diesel set operation & Gardening Services during the next twenty-four (24) months effective from the date of such revocation.

6.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, Earnest Money Deposit of the successful bidder will be forfeited by the Bureau.

6.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7. Eligible Bidders

- (a) Should have licence issued under Contract Labour (regulation & Abolition) Act, 1970 for deploying the personnel to provide the Housekeeping and Diesel set operation & Gardening Services in UP (attested copy has to be attached).
- (b) Should have minimum **three years** of experience of providing housekeeping and Diesel set operation & gardening services to the Departments/Ministries of the Government of India/PSUs (copies of two work orders received from Govt. depts./PSUs during each of the last three years should be enclosed).
- (c) should have a valid PAN issued by the Income tax Department, also registered with Employees Provident Fund Organisation, and Employees State Insurance Corporation, Service Tax Department (attested copies has to be attached).
- (d) Should have minimum turnover of **Rs. 25 lakhs** per year during each of the last three years (copies of annual accounts of the last three years should be enclosed).
- (e) Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format given at Annexure-4 of Schedule 7).

8. Rates how to be quoted

8.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

8.2 The Financial Bid shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.

9. Manner of Submission of Bid

9.1 The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same through the Bid Box or by post which reaches the specified place before the specified time.

9.2 E-mail or fax offers will be rejected.

10. Last Date for Submission

10.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

10.2 In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

11. Modification and Withdrawal of Offer

11.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

12. Contents of Bid Document

12.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing Tender for Hiring of Housekeeping and Diesel set operation & Gardening Services as mentioned in the **Schedule-4**.

12.2 The envelopes shall contain the following:

a) Envelope No.1 (Technical Bid): This should contain all technical details along with commercial terms and conditions such as:

(a) List of all the documents enclosed;

(b) The EMD as indicated in Schedule-4 of the tender document.

(c) Attested copy of the valid licence issued under Contract Labour (Regulation & Abolition) Act, 1970 for deploying the personnel to provide the Housekeeping & Diesel set operation and Gardening services in UP;

(d) Copies of the last Income Tax Returns and Service Tax Returns filed with the concerned Authorities;

- (e) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2 of Schedule-7**);
- (f) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;
- (g) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;
- (h) A statement showing the magnitude of similar type of Work/Service done in the last three (3) years by the bidder (**Annexure-3 of Schedule 7**);
- (i) A declaration regarding black-listing and/or litigations(**Annexure-4 of Schedule 7**)
- b) Envelope No.2 (Financial Bid):** This envelope shall contain price for the services to be hired at specified places as per **Schedule-3**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.
- c) Covering Envelope:** Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the “**Bid for Hiring of Housekeeping & Diesel Generator set operation and Gardening Services**” and addressed to Head (CTCC) as mentioned in **Schedule-4** and the name and address of the Bidder at the bottom left.

13. Other Important Points to be noted by the Bidder

- (a) The Financial Bid should be written both in words and figures at appropriate places (Schedule-5).
- (b) The Bidder shall submit the Bid which satisfies each and every condition laid in Tender document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

14. Opening of Bid

14.1 The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Schedule-4** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

15. Short listing of Bidders

15.1 The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

16. Opening of Financial Bids

16.1 The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out.

17. Acceptance of Bid

17.1 Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

18. Process to be Confidential

18.1 Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

19. Execution of Contract Document

19.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of Rs. 100/-. The Agreement should be signed within 15 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

19.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

20. Rights of the Bureau

20.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the hiring of housekeeping and Diesel set operation & gardening services in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.

20.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

21. Notice to form Part of Contract

21.1 Tender Notice and these instructions shall form part of the Contract.

SCHEDULE – 2: CONDITIONS OF CONTRACT

1 Definitions:

- i) **'Annexure'** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- ii) **'Approved'** shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- iii) **'Bid'** means the Contractor's priced offer to the Bureau for the housekeeping and Diesel set operation & gardening services to be provided at the specified places and remedying of any defects therein in accordance with the provision of the Contract, and services as accepted by the Letter of Acceptance.
- iv) **'Bureau'** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- v) **'Commencement Date'** means the date upon which the Contractor receives the notice to commence the rendering of services at specified places.
- vi) **'Competent Authority'** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vii) **'Contract'** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- viii) **'Contract Amount'** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- ix) **'Contractor'** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- x) **'Director General'** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- xi) **'Government'** shall mean the Central Government.
- xii) **'Letter of Acceptance'** means the formal acceptance by the Bureau.

- xiii) **'Services'** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract and other services that are prescribed in the Tender document.
- xiv) **'Specification'** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- xv) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for hiring of housekeeping and Diesel set operation & gardening services.
- xvi) **'Time for Completion'** means the time for completing the contract period as stated in the Contract calculated from the Commencement Date.

2. Parties to the Contract:

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3. Performance Security

To ensure due performance of the contract, an interest-free Performance Security, as defined in Schedule 4 shall have to be deposited by the contractor in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'Ghaziabad' or a Bank Guarantee as per format indicated in **Annexure-1 of Schedule 7**.

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other

rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

4. Contract Documents:

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) The Agreement*
- ii) Minutes of pre-bid meetings, clarifications*
- iii) The Conditions of Contract*
- iv) Tender Notice and Tender Document*
- v) Letter of Acceptance.*
- vi) Any other correspondence exchanged between the parties in connection with the contract.*
- vii) The Contractor's Offer*

5. Validity of the Contract

The Contract shall be valid for a period of one year from the date of signing this Contract, which may be extended on the basis of satisfactory performance of the contractor and on the mutual consent of both the parties.

6. Cleaning material: *The cleaning material to be used by the contractor for the housekeeping work should be of good quality and reputed brand.*

7. Fulfilment of Statutory Requirements: *The contractor shall fulfil the minimum statutory requirements (ESI/ EPF etc.) of the work force to be employed by the contractor. The quoted consolidated monthly amount prices shall be inclusive of all charges and statutory compliance on the part of contractor including client's contribution towards ESI, PF, Gratuity, Bonus, substitutes.*

8. Uniform and Identity cards: *The contractor shall provide uniform and identity cards to all the work force to be employed by the contractor. The uniform for housekeeping personnel and gardening personnel must be different in colour for easily identification of them. Price quoted by the contractor should include all these aspects.*

9. **Performance certificate for housekeeping work:** The contractor shall obtain a satisfactory performance certificate from each Section/department of BIS (CTCC) on daily basis after 1600 h about the work done by them. The certificate for the corridors/reception area/roads/ security both and any other unidentified / allotted area shall be given by the Section Officer / In-Charge housekeeping work of BIS CTCC on daily basis after verifying the area by concerned dealing assistant/ clerk.

10. **Payments Terms**

The payment towards the services will be made by the Bureau directly to the Contractor on receipt of bill on completion of month. The rates quoted shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate.

Bills for services provided under this contract shall be prepared in duplicate by the Contractor immediately after the completion of month and accepted by the Bureau. The payment of bills and other claims arising out of the contract will be made credited directly in Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

11. **Imposition of fines / penalty**

- 11.1 The Contractor may maintain adequate pool of manpower so that at any point of time the Client's requirement is met. If requirement of client is not met or services provided by the contractor are found unsatisfactory, on any particular day, a penalty of Rs. 1000/- per day will be imposed on contractor which shall be conveyed to the contractor in writing by BIS. The amount of penalty shall be deducted from the bills of the contractor for the same month. The Client will have the power to appoint any other contractor for the manpower services at the risk and cost of the Contractor.
- 11.2 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the Performance Security.

12. **Indemnity:**

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting

from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

13. Termination / Suspension of Contract

The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,*
- (b) Without reasonable excuse has failed to commence supply of Services in accordance with this Contract, or failed to provide Services within the time stipulated for completion;*
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;*
- (d) Serious discrepancy in the quality of the services is noticed during the inspection.*
- (e) If the Contractor is in breach of any law or statute governing the supply of Services;*
- (f) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.*
- (g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;*
- (h) The Contractor becomes insolvent;*
- (i) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;*
- (j) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;*
- (k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.*

14. Termination by the Bureau

It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

15. Contractor's right to terminate

If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the agreement without prior notice of 60 days, then the entire performance security deposit will be forfeited.

16. Force Majeure Clause:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

17. Corrupt or Fraudulent Practices

17.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the hiring process or in contract execution; and*
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a hiring process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.*

17.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for

the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

18. Confidentiality

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering services under this Contract to any person, without the prior written consent of the Bureau.

19. Publicity

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

20. Disputes & Arbitration

The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

21. Mode of serving Notice

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

22. Governing language

Governing language for the entire contract and communication thereof shall be English only.

23. Law:

The contract shall be governed and interpreted under Indian Laws.

24. Legal Jurisdiction

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

25. Stamp duty

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE – 3: SCHEDULE OF REQUIREMENTS

- 1. Services to be hired under this Contract:** Housekeeping & Diesel set operator and Gardening Services on quantum basis at **BUREAU OF INDIAN STANDARDS
Central Testing & Calibration Centre
20/9, Site IV, Sahibabad Industrial Area
Sahibabad - 201010, Distt Ghaziabad, UP**

2. Quantified work for Housekeeping

2.1 General Information

- a) Total Built up Area excluding staff quarters: approximately **111038 sq.ft.**
- b) The above built up area includes Toilets and Canteen.
- c) Total Open area of approximately 93680 **sq.ft.** comprising of roads, cycle/scooter parking shed, car parking area, security room at the gate, space for future expansion and other open areas and;
- d) Terraces (both buildings) area: **37288 sq. ft.**

2.2 Work to be done daily (six days a Week):

- a) The entire corridors, Rooms (including stair case) of both the buildings all 3 labs, Admin Block, Diesel Gen. set Room, shed area, security booth, roads, car & scooter parking should be broomed , swepted and wet- mopped should be (by using reputed brand disinfectant liquid) (This work should be completed before 9.00 AM). In addition to the above, all corridors should be broomed and wet-mopped between 1400 h to 1500 h.
- b) Dusting of office furniture, files and cleaning of side racks in all sections/departments.
- c) Toilets and the corridors of both the buildings should be cleaned **twice a day** and it should be disinfected with necessary disinfectant.
- d) Soap cakes/liquid soaps of reputed brand to be provided in all toilets.
- e) Toilet paper rolls to be provided in the toilets, where provision has been made.
- f) Spray of good quality Room freshners in Reception Area, lifts, corridors of both buildings and in all rooms by 9.00 AM.
- g) Spray of Room freshners in Auditorium, Conference hall and meeting rooms (on the day of meetings).
- h) The entrance glass doors and furniture in reception area of both buildings should be cleaned.
- i) The open area of the campus should be swepted and all the leaves and rubbish materials should be disposed off before 9.30 AM (The rubbish items should be disposed in the corporation dumping yard which is located near the office).
- j) Firm shall clear the all dumping yard on the monthly basis or as a when required. Through the all kachra in nagar Nigam authorized place at own expenses.
- k) Cleaning of all stairs in CTCC premises buildings.
- l) If required additional cleaning should be taken up as per the directions given by the Bureau CTCC.

2.3 Work to be done twice and once in a week:

- a) *All the glass windows of both buildings should be cleaned (Saturday).*
- b) *All the surrounding and rooms should be sprayed and disinfected for elimination of house flies and mosquitoes.*
- c) *Cleaning of floor area of all corridors and reception with soaps (Saturday).*

2.4 Work to be done once a month:

- a) *All the grown plants that are found on the terrace and side wall of both the building should be removed.*
- b) *The leaf and other rubbish that being accumulated on the terrace, window cantilever and canopy of both the building should be removed and cleaned.*
- c) *Cleaning of all ceilings and wall of both buildings and garages to avoid spreading of cob-webs.*
- d) *Cleaning of ceiling fans.*

Removal of blockage, if any, occurring in the drains, floor traps toilets bath room, rain water pipes and gutters, storm water drains, roads, and sewers etc. within BIS premises, preventive maintenance of the same, other misc. cleaning work if required. In addition to above incase of emergency cleaning should be done for the development due to unforeseen items like breakage, spillage, etc.

3. Quantified Work for Gardening

3.1 General Information:

- a) *Lawns & Gardening Area: **Approx. 57160 sq.ft.***

3.2 The purpose of gardening is that the lawns of BIS,CTCC must look full of greenery, neat and clean every time and the contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not.

- a) **Seasonal Plants:** *Seasonal plants will be procured and planted by the contractor for adequate greenery and beautification of the compound. No extra charges will be paid by BIS.*
- b) *The maintenance of lawn includes:*
 - i) *trimming and pruning of grass by mowing with grass cutting machines, top dressing,*
 - ii) *using of manure, fertilizers,*
 - iii) *spraying of insecticides, pesticides, fungicides, weedicides,*
 - iv) *sweeping and watering etc and patch work by planting the dob grass where dead.*
- c) *The maintenance of hedges includes:*
 - i) *watering, hoeing of channels,*
 - ii) *pruning and trimming and replacing old and dead plants by planting the new saplings/cuttings deal/up-rooted plants etc.*

- d) *The maintenance of trees, shrubs and creepers include:*
 - i) *the maintenance of all trees, shrubs and creepers by their manuring, watering hoeing, pruning and trimming,*
 - ii) *replacement of old dead one by one and to ensure enough supply of air and water. Circular kiaries around the tree trunk are to be prepared.*
 - iii) *The creepers across wall are to be provided support by rope and other trees and shrubs by bamboo sticks as required.*
- e) *The curb stones along with roads in office premises and decorable pots in the office campus shall be washed and maintained properly.*
- f) *Permanent plants will be procured and planted by the contractor for adequate greenery and beautification of compound. No extra charges will be paid by BIS.*
- g) *Garden implements required for gardening work and watering to the plants etc. shall be arranged by the contractor. BIS shall not provide any gardening implements to the contractor.*

4 Quantified work for Diesel Generator set operation.

4.1 General information

- a) *Diesel generator set operation area approx 19019 sqft.*
- b) *CTCC have 320KVA Diesel Generator set.*
- c) *For operation of DG set contractor may provide suitable adequate and minimum three years experienced person for three shifts or round the clock.*
- d) *Diesel Generator set operator have to maintain the log book/ register.*

Note: Interested agency may visit our office between 1000 h to 1600 h on any working days except Saturdays, Sunday and holidays and shall take note of office open area, carpet area, toilets etc to be cleaned. The name of contact person in BIS is: Sh. M.V.S.D.PRASADA RAO. HEAD (CTCC)

SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS

- 1. Approximate value of annual contract: Rs. 18 Lakhs**
- 2. Proposed validity of the contract:** One Year, which may be extended up to two years on the basis of the satisfactory services of the firm and on the mutual consent of both the parties.
- 3. Availability of Tender Documents:**

Place: Administration Block A&F Section, Room No. 204 and BIS website www.bis.org.in

Period: 01/08/2014 to 22/08/2014
- 4. Pre-bid 15:00 h on 12/08/2014 Thursday in the Conference Hall, Bureau of Indian Standards, CTCC Site IV, Sahibabad Industrial Area Sahibabad – 201010, Dist. Ghaziabad, UP**
- 5. Method/manner for Submission of Bids:** An envelope super-scribing Tender for Housekeeping & Diesel Generator set Operator and Gardening Services at BIS (CTCC) having two envelopes containing “Technical Bid” and “Financial Bid” must bear the name & address of the party & shall be addressed to “Head (CTCC), BUREAU OF INDIAN STANDARDS, Central Testing & Calibration Centre, 20/9, Site IV, Sahibabad Industrial Area, Sahibabad - 201010, Distt Ghaziabad, UP .The bid shall reach in the office by 15.00h 22/08/2014.
- 6. Earnest Money Deposit: Rs. 90,000/-**
- 7. Performance Security Deposit:** 10% of the total annual value of the award of contract.
- 8. Validity of Bids:** 90 days from opening of technical bid.
- 9. Opening of Bids:** Technical Bids shall be opened at 16.00h on 22/08/2014 in the office **Conference Hall, Bureau of Indian Standards, CTCC 20/9, Site IV, Sahibabad Industrial Area, Sahibabad – 201010, Dist. Ghaziabad, UP.** Date of opening of financial bid shall be decided after technical evaluation of the bid.
- 10. Authorized Officer on behalf of the Bureau for this tender/contract:**
Sh. M.V.S.D.PRASADA RAO HEAD (CTCC).

SCHEDULE – 5: Financial Bid

(To be submitted in Financial Bid envelope)

Head(CTCC)

BUREAU OF INDIAN STANDARDS

Central Testing & Calibration Centre,

20/9, Site IV, Sahibabad Industrial Area

Sahibabad - 201010, Distt Ghaziabad, UP

Sir,

With reference to your tender enquiry dated 01/08/2014 for providing Housekeeping and Diesel Generator set Operator & Gardening Services at BIS (CTCC), I/We quote the rates as given below:

Sl. No.	Particulars	Price Bid (Rate for one month)
1	<p>Bid value should be quoted only for one month for the quantified housekeeping and Diesel Generator set operation & gardening work as specified in Schedule-3</p> <p>(Bid value should not include service tax which shall be raised in invoice every month in accordance to Government notification from time to time.)</p> <p>Note: Only one bid value should be quoted and it should not be bifurcated in any manner.</p>	<p>Rs.: _____ (in figures)</p> <p>Rupees in words: _____ _____ only</p>

I/We have read the tender document and understood all the terms and conditions for providing housekeeping and Diesel Generator set operation & gardening services as indicated in the Schedule-2 of the tender document.

Signature: _____

Date:

Name: _____

Address: _____

SCHEDULE - 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 2014 between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, Central Testing & Calibration Centre (CTCC), Plot No 20/9 Site IV, Sahibabad Industrial Area Sahibabad – 201010, Distt. Ghaziabad UP having its Head Quarter office at Bureau of Indian Standards, 9-Bhadurshah Zafar Marg, New Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a authorized service provider.

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to purchase _____ on rate contract basis, therefore, invited bids through Open or Advertised / Limited / Single Tender enquiry dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:
"Schedule-2 (Conditions of Contract) of Tender Document".

(Signature of Contractor/
Authorized Representative)
Name _____
Designation _____

Address _____

Seal of the Firm/Company

Witness:

(Signature)

Name of Witness _____
Address _____

(Signature of Authorized Officer of the Bureau)

Name _____
Designation _____

Address _____

Seal of the Bureau

Witness:

(Signature)

Name of Witness _____
Address _____

SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BIDDERS.

1.	Annexure-1	<p>FORM OF BANK GUARANTEE BOND</p> <p><i>(To be submitted by the bidder as Earnest Money and by successful bidder as performance security as applicable)</i></p>
2.	Annexure-2	<p>DETAILS TO BE FURNISHED BY THE BIDDERS</p> <p><i>(To be submitted by all the bidders in the envelope containing the technical bid.)</i></p>
3.	Annexure-3	<p>DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS</p> <p><i>(To be submitted by all the bidders in the envelope containing the technical bid.)</i></p>
4.	Annexure-4	<p>DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS</p> <p><i>(To be submitted by all the bidders in the envelope containing the technical bid.)</i></p>

Annexure –1

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only we, _____ (hereinafter referred to as (indicate the name of the bank) 'the bank') at the request of _____ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We _____ do hereby undertake to (indicate the name of the bank) pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
4. We, _____ further agree that the Guarantee herein (indicate the name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the

said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that the Bureau
(indicate the name of Bank)
shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We, lastly undertake not to revoke this guarantee
(indicate the name of bank)
during its currency except with the previous consent of the Bureau in writing.

Dated the day of20
For
(indicate the name of bank)

Annexure–2

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
2. Class of Registration with validity date:
3. Value of Registration:
4. Address for Communication:
5. Telephone No.:
6. E-mail:
7. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

8. Annual Turnover of the Firm/Company during previous three Financial Years (Certified copies of audited Balance Sheet to be submitted):

Financial Year	Annual Turnover (Rs.)	Copies of audited Balance Sheet enclosed (Yes/No)
Previous Financial Year (Y-1)		
2 nd Previous Financial Year (Y-2)		
3 rd Previous Financial Year (Y-3)		

9. PAN, TIN Number of the Firm/Company :
10. Service Tax Registration No.:
11. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Dated:
Place:

Annexure –3

Details of the similar type of Services provided by the Bidder during last 3 years

Name of the Bidder:

<i>Year</i>	<i>Name and Type of services provided</i>	<i>Name & Address of the Client</i>	<i>Value of Contract</i>	<i>Remarks</i>
<i>2013-2014</i>				
<i>2012-2013</i>				
<i>2011-2012</i>				

Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

Annexure-4

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the day of 2014

Signature of Bidder_____

*Name & Address of Bidder*_____

Seal of the Firm/Company