### **TENDER DOCUMENT**

for

### **Housekeeping Services**

# NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (NITS) BUREAU OF INDIAN STANDARDS A-20, 21, INSTITUTIONAL AREA, SECTOR 62, NOIDA 201301

Tel: 0120-4670232, 221, 227 FAX: 2402202/3

e-Mail: nits@bis.org.in Web: www.bis.org.in, www.nits.org.in

Price: Rs 450.00

(If downloaded from Website, enclose a DD for Rs 450.00)

### NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (NITS) BUREAU OF INDIAN STANDARDS

#### A-20, 21, INSTITUTIONAL AREA, SECTOR 62, NOIDA 201301 Tel: 0120-4670232, 221, 227 FAX: 2402202/3

e-Mail: nits@bis.org.in Web: www.bis.org.in, www.nits.org.in

Ref: TI/G-50:2 Date: 23 Jul 2010

#### TENDER NOTICE FOR Housekeeping Services

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION** invites sealed tenders under **two-bid** system from reputed and experienced agencies for providing Housekeeping Services at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Housekeeping Services" and should **reach NITS** (shall be dropped in a sealed Tender Box, kept in the Administrative Block in NITS) before 1400 hrs on or before 16 Aug 2010. The technical bids shall be opened on the same day at 1500 hrs at NITS.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NITS on any working day between 0930 and 1700 hrs on payment of Rs 450.00 only (by demand draft or cash) or can be downloaded from BIS website. Those who download the tender document from website should enclose an additional DD for Rs 450.00 along with their tender bid in the Cover-I "Technical Bid. The bid security (EMD) of Rs 45,000.00/- (Rupees Forty Five Thousand only) should be paid by Demand Draft in favour of **BUREAU OF INDIAN STANDARDS** payable at Delhi/Noida and shall be placed in Cover I with Technical Bid.

Any further clarification and/or corrigendum(s), if any, shall be communicated through tender section on the BIS website <a href="https://www.nits.org.in">www.nits.org.in</a> and NITS website <a href="https://www.nits.org.in">www.nits.org.in</a>

#### **TENDER DOCUMENT**

### BUREAU OF INDIAN STANDARDS NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION, NOIDA

#### QUOTATION FOR PROVIDING HOUSEKEEPING SERVICES AT NITS, NOIDA

#### **TENDER REQUIREMENTS**

#### A. Information relating to submission of Bids

- 1. Tenders are invited for providing Housekeeping Services as mentioned in this document in the office of NITS located at NOIDA from the agencies that fulfil the criteria given below. The yearly estimated cost of these services is Rs. 9.0 Lakhs (Nine Lakhs only)
- 2. The period of contract under the scope of work shall be for 12 months, which can be further extended by mutual agreement on yearly basis up to 36 months depending on performance of the Bidder and at discretion of NITS.
- 3. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NITS on any working day between 0930 h and 1700 h on payment of non refundable charges of Rs 450/- only or can be downloaded from BIS website. Those who download the tender document from Website should enclose a DD for Rs 450/- along with their bid in the Cover-I containing Technical Bid.
- 4. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Housekeeping Services" to reach NITS (shall be dropped in a sealed Tender Box, kept in the Administrative Block in NITS) before 1400 h on or before 16 Aug 2010. The technical bids shall be opened on the same day at 1500 h at NITS in presence of the bidders or their authorized representatives who choose to remain present.
- 5. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
- 6. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
- 7. The bidder shall pay Bid Security (EMD) of Rs 45,000.00 (Rupees Forty Five thousand only) along with the technical bid by Demand Draft in favour of "BUREAU OF INDIAN STANDARDS" drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA/NEW DELHI. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage.
- 8. The bid security (EMD) shall be returned to the unsuccessful bidders after finalisation of contract without any interest.
- 9. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Bidder) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of "BUREAU OF INDIAN STANDARDS" drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA/NEW DELHI.
- 10. The EMD deposited by successful Bidder will be adjusted towards Security deposit as mentioned above. The EMD amount shall be forfeited, if the successful bidder:
  - (a) Fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work.
  - (b) Does not comply with other requirements for start of the contract.

- 11. The bid shall be valid and open for acceptance of the Competent Authority of NITS for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
- 12. To assist in the analysis, evaluation and computation of the bids, the NITS may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- 13. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by NITS shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
- 14. The quoted rates shall be more than the minimum wages of Govt of Uttar Pradesh and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary and any other applicable statutory contribution.
- 15. NITS shall reimburse the Bidder to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of UP above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Bidder making such payments to that extent only.
- 16. NITS reserves the right to accept or reject any or all bids without assigning any reasons. NITS also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- 17. Financial bids of only those agencies will be opened who qualify in the Technical bids.
- 18. The tender document is not transferable under any circumstances.
- 19. Any changes wrt this tender will be notified through website (Tender Section in www.bis.org.in; www.nits.org.in).
- 20. All cost incurred in connection with submission of bids like preparation, submission, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc shall be borne by the bidder. NITS will not be responsible / liable for the same regardless of the outcome of the tendering process.

#### **B.** Eligibility Criteria for Tendering

- 1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of the opening of tender.
- 2. The Bidder shall have experience of providing Housekeeping Service for last 3 years ending 31<sup>st</sup> March 2010.
- 3. Having successfully completed 3 similar works costing each not less than Rs 10 lacs in the last one year.

Or

Having successfully completed 2 similar works costing each not less than Rs 15 lacs in the last one year.

Or

Having successfully completed 1 similar work costing not less than Rs 25 lacs in the last one year.

- 4. Financial Turnover during the last 3 years, ending 31<sup>st</sup> March 2010 should be at least Rs 20 lac per year. Documentary evidence to be provided duly attested by CA.
- 5. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder).
- 6. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

- a) PF Registration
- b) ESI Registration
- c) Service Tax Registration
- d) Valid License, issued by Regional Labour Commissioner, Govt of India

#### C. Scope of Work

#### 1. General:

The Agency shall provide House Keeping, Upkeep and Maintenance of entire NITS premises excluding Hostel Block. They shall also provide Housekeeping of the footpath on the front side, outside NITS Campus (**The agency may visit the site to assess quantum of work**).

#### 2. Cleanliness

- a) The Agency shall ensure cleaning work including sweeping of floor, wet floor cleaning and dusting of walls, doors and windows from inside and outside, ceiling, staircase, Venetian blinds, tables, chairs, cupboards, side balconies, corridors and terrace on a regular basis.
- b) Cleaning shall be done with approved material manually or by using Mechanized equipments like vacuum cleaners, scrubbing machine and carpet shampooing machine etc., which shall be arranged by the Bidder. In no case acid will be used for cleaning purposes.
- c) Furniture, fixtures, exhaust fans, ceiling fans etc. to be cleaned regularly without causing any damage to their exteriors, polish, finish, paint etc.
- d) The Agency shall arrange to clean the area where water fountain arrangement is made along with flow of water, in such a way that the water flow is smooth, neat and clean, free from dirt and foul smell.

#### 3. General Maintenance

- a) Proper and regular care and safe maintenance of fittings, fixtures, electronic equipments, furniture and all other items will be the sole responsibility of the Agency.
- b) Any damage and/or loss caused to any equipment/fittings, etc. either by the Agency himself or by any of his employees shall be repaired/replaced/compensated by them at their own cost immediately.
- c) The Agency shall arrange all type of cleaning/Maintenance equipment and such of those special equipments and apparatus required for maintenance at their own cost.

#### 4. Operation

- a) The Agency shall ensure cleaning of the rooms in the administrative building, adjoining roads, pavements, footpath, area inside and outside the boundary wall by 08.45 a.m. daily. The Bidder shall also be ready to clean the Lecture Hall prior to 08.45 a.m. on any day, if required by NITS.
- b) The Agency shall spray room fresheners of the approved quality by 8.45 am in the training halls and in the office rooms and subsequently as required during the day.
- c) The Agency shall provide the services for upkeep and maintenance regularly. The Bidder for the purpose may schedule deployment of personnel on flexi time/shift basis in consultation with NITS.
- d) The Agency shall nominate one of its employees/senior representatives as authorized representative for regular interaction with NITS for smooth operation and implementation of the contract.
- e) The Agency r shall arrange housekeeping services throughout the day till such time any training programme comes to an end. For this purpose Bidder shall deploy sufficient number of workers in consultation with NITS, by rescheduling their deployment if necessary.

#### 5. Disposal of Waste/garbage

- a) The Agency shall ensure disposal of the collected waste on a daily basis. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the NITS premises. It shall be the responsibility of the Agency to segregate and dispose off garbage at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost and as per prescribed norms / practice by the local Authority, if any.
- b) Dust, waste materials shall be collected in proper bins and disposed of immediately. Plastic bags shall be used in all the dust bins.

#### 6. Reception Services in Administrative Block

- a) The Agency shall manage reception by deploying a receptionist who is at least graduate, shall be computer proficient with good command on English & Hindi.
- b) The Receptionist shall guide the guest to their desired destinations and coordinate with them, act as telephone operator, provide information related to training programmes and perform all other jobs assigned by NITS.
- c) The Agency shall keep a Complaint/Suggestion Book at Reception to record complaints/suggestions on services rendered by NITS and such complaints shall be taken note of and acted upon immediately. All Complaints made by the Guests/visitors must be brought to the notice of NITS along with details of actions taken.

#### 7. Material for Administrative Building

- a) The Agency, at their own cost shall provide the following toiletries on regular basis as per consumption in the toilets:
  - i) Liquid Soap with dispenser

- ii) Paper Towels
- iii) Disinfectant Balls for Urinals
- iv) Air Fresheners in Toilets
- v) Toilet Paper Rolls
- b) The Agency shall use the consumable items/materials of approved quality.
- c) The Agency shall arrange all tools and tackles for cleaning, sweeping, wiping, scrubbing, polishing and washing in and around the area. The Agency shall also provide to workers required number of gumboots, rubber hand gloves, helmets, brushes, gunny bags and tools and tackles for protective sanitary and general cleaning.
- d) The Agency shall have the suitable arrangements for disposing off the garbage beyond the premises up to Municipal bin/dumping yard.
- e) The Agency shall also arrange for all other equipments/materials not mentioned in the list or scope that may be required for providing house keeping and maintenance services at their own cost.

#### **D** General Terms & Conditions

The Agency shall be responsible for the following:

- 1. Proper maintenance and safety of all furniture & fixtures, materials, goods, electronic items, stocks, books, periodicals, official vehicle (presently one) lying in NITS premises.
- 2. Maintain its gadgets & equipments in good working conditions with all safety measures at its own cost.
- 3. Devotion or full attention to the work of housekeeping shall discharge its obligations under the agreement most diligently and honestly.
- 4. Providing summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the same in clean condition while on duty. NITS shall not pay any extra charges to the Agency against these items.
- 5. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with NITS.
- 6. Desired level of cleanliness in the entire complex of the NITS and for this to provide all materials / instruments / tools etc. The supervisor to attend to complaints on urgent basis.
- 7. Providing Instruments in sufficient quantity, which may include the following:
  - a. Glass Cleaners
  - b. Vacuum Cleaner etc.
  - c. Polishing Machine
  - d. Brasso/ Silvo/ Polishing Material etc.
- 8. Provision of the following services and specialized staff:
  - a. Service boys to upkeep of office/classroom/library/reception counter/lobby etc.
  - b. Skilled, semiskilled and unskilled staff whenever required
  - c. Provision of daily, weekly and monthly services as given below

#### A. Daily Services:

i) Removals of waste material.

- ii) Sweeping and wiping of all floors, dusting of furniture, cup-boards telephone instruments and doors, windows, blinds and glass partition using glass cleaning chemicals.
- iii) Upkeep of office, classrooms, library, reception counter, lobby, toilets, staircase etc.

#### **B.** Weekly Services:

- i. Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas etc.
- ii. Removal of cobwebs, dusts, termites, insects, pests etc.
- iii. Windows sponging and cleaning.
- iv. Cleaning ceiling fans, air-conditioning grills, tube lights, etc. dust free.
- v. Cleaning of dustbins and buckets with detergents.
- vi. Upkeep of partition glasses and panes with utmost care and by application of glass cleaning chemicals.
- vii. Detergent cleaning of sanitary wares.
- viii. To spray Finit/Baygon etc in class rooms, office rooms, auditorium, conference hall, etc. to keep all such areas insects free.
- ix. Specialised cleaning of computers, peripherals, hardware, telephones, workstations and other sophisticated equipments.

#### **C. Monthly Services:**

- i) Vacuum cleaning/washing of carpets
- ii) Polishing & Oiling of door closers, door handles, and other brass
- iii) fittings with Silvo/Brasso/Lubricants. Dusting & cleaning of Murals,
- iv) Sceneries, Photo-frames, idols, etc.
- v) Polishing of taps and other steel fittings in the toilets with Silvo/Brasso.

#### **D.** Quarterly Services (at their own cost):

- i) Dry-cleaning of Sofas, Chairs, Curtains and Vanishing Blinds
- ii) Cleaning of Ducts meant for Rain Water Harvesting after Removing Concrete Covers
- iii) Cleaning of Overhead and Underground Water Tank
- iv) Cleaning of Sewerage Line

### NOTE: The Agency shall maintain a register for Daily/ Weekly/Monthly/Quarterly Services including quality (Brand) and quantity of the material procured and used.

- 9. Staff deployed is trained in Housekeeping, bear good conduct and physically fit for the work and not more than 50 years of age. The Agency will get their antecedents, character and conduct verified.
- 10. The skilled, semiskilled and/or unskilled persons deployed by the Agency shall be of sound physical & mental health and should not be under the influence of any drug or liquor during duty and have full knowledge & experience to competently complete the job assigned to them.
- 11. Deploying adequate trained manpower in all facets of Housekeeping work and shall provide necessary undertaking and documentary evidence in this regard.
- 12. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time

- whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to NITS, whatsoever it may be.
- 13. To bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by the NITS from time to time.
- 14. Providing and be responsible for payment of wages, salaries, bonus, social charges, insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities as applicable to its personnel as per relevant & applicable law/rules/regulations and orders of the Central Government/State Government/local authorities or other authorities as are in force from time to time.
- 15. Responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at NITS or for any accident caused to them and the NITS shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the NITS for whatever reason. Also to be responsible for the insurance of its personnel and compliance of various Laws/Acts and their reenactments/amendments/modifications
- 17. The security Deposit shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or the its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities etc. including withdrawals of EPF of workers engaged during contract period or after submitting the individual EPF account details to be certified by Provident fund commissioner's office, submission of receipts of payment of service tax (month wise details) duly certified by Central Custom & Excise office etc., if any, as specified in the tender at appropriate places.
- 18. In case of any change of constitution of the Agency, the rights of NITS should not suffer.
- 19. All personnel engaged under this contract by the Agency shall be employees of Agency. NITS shall not have any liability/ responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in NITS or elsewhere.
- 20. Maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of NITS as and when required.
- 21. Taking protective measures to protect the property and persons and prevent accidents during the contract period. He shall indemnify the NITS against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract. The Agency shall keep the NITS indemnified against all the claims and liabilities.
- 22. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of NITS, they shall work under directives and guidance of Head, NITS and will be answerable to NITS. This will, however, not diminish in any way, the Agency's responsibility under contract to the NITS.
- 23. A senior level representative of the Agency shall visit NITS premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the NITS officer dealing with services under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the NITS.

- 24. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the NITS at any time without assigning any reason whatsoever. Any replacement of the personnel, as required by NITS for any reason specified or otherwise, shall be effected promptly without any additional cost to the NITS. The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and consultation with NITS.
- 25. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the NITS/Govt. of India/any State/or any Union Territory.
- 26. Good standard of services shall be maintained as indicated.
- 27. NITS reserves the right to reduce or increase the manpower for housekeeping, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
- 28. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for NITS it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the NITS.
- 29. In case it is found that any theft, pilferage, loss or damage has occurred to the person, property or premises of the NITS due to negligence of personnel in performing his/ her duty and /or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by NITS shall be recovered from the Agency's monthly bill or from his security. In such matters, where required, the Agency will investigate and submit a report to NITS and maintain liaison with the police. FIR will be lodged by NITS, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
- 30. In case NITS is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be born by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by NITS.
- 31. The Agency shall ensure that all staff appointed by them is fully loyal-to and assist the NITS during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the NITS.
- 32. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments there of, Authorized officer of NITS shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of NITS shall be final in regard to all matters arising under this clause.
- 33. In the event of any person deployed by the Agency being on leave/absent, the Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Agency shall make provision for leave reserve.
- 34. Maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time at NITS Administrative Block and to submit to NITS an attested photocopy of the attendance record with the monthly bill.
- 35. The NITS shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.
- 36. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
- 37. No request for making advance payment on any ground shall be entertained.

- 38. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
- 39. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
- 40. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- 41. During the course of the contract period, the Agency shall deposit service tax at prevailing rates as per GOI norms.
- 42. The decision of NITS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 43. An agreement shall be signed with the successful agency as per specimen enclosed.
- 44. The Authorised Officer/Committee of NITS shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
- 45. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by NITS) with out any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
- 46. **Penalty:** In case of non-compliance of the terms and conditions of the contract, the Bureau reserves its right to impose penalty upto a maximum of 10% of the total annual value of contract during the period of operation.
- 47. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
  - a) Assigns or sub-contracts any of this service.
  - b) Violation/contravention of any of the terms and conditions mentioned herein.
  - c) Does not improve the performance of the services inspite of instructions.
  - d) Any violation of instructions/agreement or suppression of facts.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within two days or date specified by NITS. NITS shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

- 48. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by NITS, Bureau of Indian Standards. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 49. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Distt. Gautam Budh Nagar.

 $\frac{TECHNICAL\ BID}{\text{(In separate sealed Cover-I superscribed as } Technical\ Bid)}$ 

1.Name & Address of the Bidder with phone number, fax number, e-mail etc		
2.Name and designation of contact person with telephone/mobile number etc		
3. Experience in the work of providing Housekeeping Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the Bidder where the job was carried out.	In following format on	a separate sheet
Sl.No. Name of Organization Period	Contracted	Reason
with complete address From To	Amount	for
and contact details	(Rs per month)	<b>Termination</b>
		_
4. Organizational details :		
a) Set-up of your Organization, clearly		
indicating details of managerial,		
supervisory and other staff, also indicate		
the number of muster roll staff available for		
performing this service:  b) Is the astablishment registered with the		
b) Is the establishment registered with the Government; please give details with		
document/evidence.		
c) Do you have labour licence. Please		
provide details and attach a copy.		
d) Undertaking of the Bidder confirming the		
availability of the adequate manpower of		
requisite qualification and experience for		
deployment in NITS.		
4. Are you covered by the labour Legislations,		
such as, ESI, EPF, Gratuity Act etc.		
T. D		
5. Please give EPF No:		
ESI Code:		
Gratuity Act Regn. No:		
6. Are you governed by minimum wages rules of the Govt of UP. If yes, please give details.		
7. Please attach copy of last return of Income Tax		
8. Please attach balance sheet of the company, duly		
certified by Chartered Accountant for last 3 years.		
9. PAN No. (Please attach copy)		

11. Trade Licence No. (Please attach copy)	
12. Service Tax Registration No. (Please attach	
copy)	
13. Acceptance of terms & conditions attached	
(Yes/No). Please sign each page of terms and	
conditions as token of acceptance and submit as	
part of tender document.	
14. Power of Attorney/authorization for signing	
the bid documents	
15. Please submit an undertaking that no case is	
pending with the police against the	
Proprietor/firm/partner or the Company (Bidder).	
Indicate any convictions in the past against the	
Company/firm/partner.	
16. Details of the DD/Pay Order of Rs 45,000.00	
towards EMD and a DD for Rs 450/- in case	
tender document is downloaded from BIS website.	
DD/PO No.	
Date:	
Drawn on:	

### **Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. DD/Pay Order No.\_\_\_\_

- 2. Terms & Conditions (each page must be signed and sealed)
- 3. Financial Bid.

(Signature of Bidder with seal)

Name: Seal:

**Address:** 

Phone No (O):

## FINANCIAL BID (In sealed Cover-II super scribed "Financial Bid")

Sl. No.	Description	Hours of Duty	No. of Personnel						Total Amount for Required No. of Personnel (in Rs.)			
				Minimum Wages	EPF Contribution	ESI Contribution	Adm. Charges to be paid to Govt. Agency, if any	Service Tax	Service Charges /Profit	Any Other Charges	Total	
1.	Supervisor	8	1									
2.	Receptionist	8	1 (Gen. Shift)									
3.	Office Boys	8	2 (Gen shift)									
4.	Service Boys	8	5									
	(Helpers, Safai Karamchari etc.)											
5.	Driver	8	1									
6.			Total									
7.	Cost of Consuma	able Mate	erials	On Month	ıly Basis							
8.									Grand	l Total (Sl.	No. 6+7)	
9.	Additional	Daily	As and when									
	Manpower (for	basis	required by									
	any		NITS									
	miscellaneous											
	works)											
	- Unskilled											
	- Semi-											
	skilled											

- Skilled						

#### **Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note: i) Please enclose the copy of the latest Govt Order on Minimum Wages.

- ii) No other charges would be payable by NITS.
- iii) There would be no increase in rates during the Contract period except for provision made under the terms and conditions.

(Signature of Bidder with seal) Name: Seal: Phone No (O):

Date:

#### (On Rs 100.00 Non-Judicial Stamp Paper)

#### **DRAFT AGREEMENT**

This agreement is made on	da	ay of	Tw	o thousand	ten betv	veen
NATIONAL INSTITUTE	OF TRAINING	FOR STAI	NDARDIZA	TION (BU	JREAU	OF
INDIAN STANDARDS),	NOIDA, as	one part,	hereinafter	called '	NITS'	and
M/s,	having	its	registered	offi	ce	at
		_ hereinafter	called the	'Agency' f	or provi	ding
Housekeeping Services on th	e other part.			- •	=	_

WHEREAS the NITS is desirous to engage the Agency for providing Housekeeping Services for NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION at NOIDA on the terms and conditions stated below:

- 1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc relating to Housekeeping Services personnel deployed in NITS.
- 2. The NITS shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the Agency to the manpower deployed and it shall be the duty of the Agency to ensure the disbursement of wages in presence of such authorized representative of NITS.
- 3. The NITS shall release the payment to the Agency only on full satisfaction through documentary evidence that the Agency has paid all the wages and benefits to the manpower engaged in the services and also paid all statutory Govt. dues.
- 4. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NITS. The NITS shall have no liability in this regard.
- 5. **Penalty:** In case of non-compliance of the terms and conditions of the contract, the Bureau reserves its right to impose penalty upto a maximum of 10% of the total annual value of contract during the period of operation.
- 6. **Termination:** The Contract may be terminated by giving one months notice, in case the Agency:
  - a) Assigns or sub-contracts any of this service.
  - b) Violation/contravention of any of the terms and conditions mentioned herein.
  - c) Does not improve the performance of the services inspite of instructions.
  - d) Any violation of instructions/agreement or suppression of facts.

On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days or date specified by NITS. NITS shall not indemnify any loss caused to the Agency by such terminations, whatsoever it may be.

- 7. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by NITS, Bureau of Indian Standards. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 8. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Distt. Gautam Budh Nagar.
- 9. Security deposit equal to 10% of the Annual contract value (refundable without interest after three months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.
- 10. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NITS.
- 11. The Housekeeping Services personnel deployed by the Agency will not claim to become the employees of NITS (BIS) and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NITS.
- 12. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
- 13. The Agency agrees to comply with the Terms and Conditions and amendments thereto from time to time, as enclosed with this agreement.
- 14. Decision of BIS in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

THIS AGREEMENT	will take effect from	day	of
Two thousand Ten and	I shall be valid for one y	ear.	

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Noida in the presence of the witness:

### NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (NITS) BUREAU OF INDIAN STANDARDS

Witness:	1.	
	2.	AGENCY
Witness:	1.	
	2.	