



INFRASTRUCTURE DEVELOPMENT AUTHORITY

TENDER FOR CLEANING AND PROVIDING MANPOWER SERVICES

NIT No-10/EOI/IDA/12

**ELIGIBILITY CRITERIA
PROCEDURE
TERMS AND CONDITIONS,
TECHNICAL SPECIFICATION
TECHNICAL BID
FINANCIAL BID
CONTRACT AGREEMENT**

INFRASTRUCTURE DEVELOPMENT AUTHORITY

1st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna



INFRASTRUCTURE DEVELOPEMENT AUTHORITY

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800004

Phones : 0612-2675914, 2675945, Fax : 0612-2675889

Email : md@idabihar.com

TENDER FOR CLEANING & PROVIDING MANPOWER SERVICES

NOTICE No- 10/TEN/IDA/12

Sealed tenders are invited from reputed agencies under “Two-bid” system-Technical Bid (unpriced) and Financial Bid (priced) to provide services for cleaning of office premises and Manpower Services for office conduct on contract basis to the Infrastructure Development Authority hereinafter called IDA.

Detailed information of the Tender Document can be seen & downloaded from the IDA website [www. idabihar.com](http://www.idabihar.com). The bidder has to submit non-refundable tender processing fee of 1000/- (Rupees One Thousand only) through a demand draft in favour of Infrastructure Development Authority payable at Patna along with the Technical Bid. Tender Document complete in all respects in a sealed envelope to be dropped in Tender Box by **3:00 p.m. on 30.10.2012**. Technical bid will be opened on **30.10.2012 at 4:00 p.m.** at Conference Hall, IDA, Patna. The tenders received late/tenders without Processing Fee/Conditional tenders/Incomplete Tenders in any respect would be rejected. The IDA reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the IDA before rendering its services.

Sd/-

Director (Administration)



INFRASTRUCTURE DEVELOPEMENT AUTHORITY^{1st}

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II. ELIGIBILITY CRITERIA

Technical bid envelop should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing office cleaning & Manpower Services.
2. The Bidder shall have an experience of providing Office Cleaning and Manpower Services for at least one work of Rupees 6 lacs/ Two works of Rs. 3 lacs each. Three works of Rs. 2 Lacs each annually ending 31st March, 2012 during last three years.
3. Financial Turnover during the last 3 years ending 31st March 2012 should be at least 20 lacs in any one year.
4. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder).
5. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (i) Company Registration
 - (ii) EPF Registration
 - (iii). ESI Registration
 - (iv) Service Tax Registration
 - (v) License issued by the Dept. of Labour, Govt. of Bihar.
 - (vi) Registration for supply manpower,
 - (vii) PAN
 - (viii) VAT
6. Character certificate issued by competent authority is required.

Note : Proof in support must be enclosed for above eligibility criteria.

III. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to **The Director (Administration), Infrastructure Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004.**

Technical bid along with Tender processing Fee be **put up in a separate envelop** and the Financial Bid should **be put in separate sealed another envelope**, clearly indicating “TECHNICAL BID” and “FINANCIAL BID” with the details of the Bidder. Both sealed Technical & Financial Bid’s envelops should be **put in one envelope and must be superscribed “Tender for Cleaning & Providing Manpower Services”** with the name, address & phone nos. of the Bidder. The tender must be dropped in Tender Box of IDA on the date & up to the time mentioned in the tender notice and the technical bid will be opened in Conference Hall, IDA on the day and time specified for the same in the presence of Bidders or their authorized representatives.

2. The Bidder shall acquaint himself fully with IDA premises conditions and the working environment before quoting the rates. He is advised to do a complete survey at his own of the premises before offering rates. No compensation on account of any difficulties will be entertained at a later date after award of works.
3. That the technical bid shall be opened first and only the eligible bidders selected by Tender Committee shall participate in the financial bid which shall be opened on the date further fixed by the Tender Committee.
4. In case the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company’s Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
5. **An Index page showing contents/annexure & page no. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory** as token of acceptance of Terms & Conditions. 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. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words.
7. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall recommend about the Bidder to which the offer shall be granted based as per rule. The decision of the Managing Director IDA shall be final.
8. Any changes w.r.t. this tender will be notified through website www.idabihar.com only.
9. IDA reserves the right to accept or reject any or all the tenders without assigning any reason.

IV. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-I** i.e., Technical Bid.
2. IDA may require ITI Trained Electrician, Electrician, Amin, Peon etc. This manpower is to be provided as per requirement for eight hours a day and five days a week.
3. The number of persons required may vary from time to time and it may vary as per needs. IDA reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
4. The payment details to be provided as per the format attached as **Annexure-II** i.e., Financial Bid.
5. On acceptance of the tender, the Bidder shall deposit Performance Security in the form of Demand Draft of Rs. 15,000/- (Fifteen Thousand) only to IDA, Patna within 07 days of the award of the contract which will be refundable without interest after completion of the contract.
6. Security deduction @ 8% will be made from each monthly bill which will be refundable after completion of the contract without interest and deduction of damage, penalty if any.
7. The staff employed by the agency will always keep identity cards with them for verification while working.
8. Provide 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 uniforms in clean condition while on duty. IDA shall not pay any extra charges to the Agency against these items. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with IDA.
9. Office premises cleaning at first floor and quality control lab at ground floor of the Udyog Bhawan East Gandhi Maidan, Patna all the required machines/equipments/cloth/materials to be provided by the agency at his own cost used for cleaning, sweeping, dusting, drainage cleaning etc. Agency should ensure clean, dry & hygienic environment at IDA work places, cabins, cuboids, furniture, fixtures, walls, dry washing of chairs, curtains, roof, glasses, entrance, staircases, toilets, kitchen three times a day (first before 9.00 am, second at 2.00 pm & third at 4.00 pm) in working days and on special occasions by providing air fresheners, toilet paper/soap/liquid, naphthalene balls/liquid of approved quality & quantity, wherever required. In quality control lab at ground floor of Udyog Bhawan Solid testing waste materials should be disposed off time to time No extra payment will be done for the services provided on special occasions as intimated to do so.
10. The supervisor deployed by the Agency is supposed to be present during working hours. He will give daily progress report to the designated officer.
11. The IDA shall have the right to replace or stop any person without assigning any reason whatsoever and the substitute shall have to be provided by the contract immediately, if required.
12. The staff to be provided by the Agency should be physically fit, healthy for performing manual & assigned duties and shall not be below 18 years of age.
13. The manpower will be screened by the IDA. All the persons to be provided should have good moral character. No criminal case be pending against any of the persons

employed by the Agency. The Agency should ensure that his worker does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.

14. The details of the persons deployed by the Agency with Bio-data, attested proof of Identity, the latest photographs and latest character certificate issued by the competent authority of all the persons shall be supplied to the IDA office for record.
15. 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 Govt. as applicable to him or to this contract without any liability and responsibility to IDA, whatsoever it may be.
16. The administration of IDA shall be at liberty to check any time the deployment of persons/work by the Agency and in case of default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty for first time @ 4% from monthly bill and subsequent 5% subject to maximum of 10%. The decision of the Managing Director shall be final in this regard.
17. The Agency shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the IDA due to the carelessness of the persons deployed by the Agency, the value as assessed shall be recovered from the payment due to the Agency under the contract. If some amount is still found recoverable, the Agency shall deposit the same within 15 days from service of notice by the IDA.
18. The Agency shall not pay to the persons engaged by him less than the minimum wages as approved under effective Minimum Wages Act.
19. The IDA will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the Agency and challans/receipts must be enclosed with the monthly bill. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.
20. The Agency shall be paid against monthly bills to be submitted by him at the settled rates.
21. The Agency shall maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit to IDA an attested photocopy of the attendance record with the monthly bill.
22. 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.
23. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
24. The agency must ensure the payment to staff by 7th of each month from his own resources through the bank cheque in account of the worker and proof of credited amount should be produced with the coming month bill.
25. TDS, VAT and other taxes as applicable will be deducted from agency's bill as per Govt. instructions from time to time.

26. The Service tax (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of Service Tax.
27. The Performance Security amount shall be released without interest only after being satisfied of the successful completion of the contract and no liabilities from the Agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the workers etc.
28. In case of any change of constitution of the Agency, the rights of IDA should not suffer.
29. All personnel engaged under this contract by the Agency shall be employees of Agency. IDA 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 IDA or elsewhere.
30. Agency shall 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.
31. 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 IDA, they shall work under the directives and guidance of the IDA. This will, however, not diminish in any way, the Agency's responsibility under contract to the IDA. At the end of each month, monthly work performance will be reviewed and if work performance will not be satisfactory, contract may be terminated.
32. The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of IDA/Govt. of India /any State/ or any Union Territory.
33. 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 IDA 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 IDA.
34. In case IDA 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 borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by IDA.
35. 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 thereof, IDA 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 Managing Director of IDA shall be final in regard to all matters arising under this clause.
36. The decision of Managing Director, IDA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

37. An agreement shall be signed with the designated/authorised person of the successful agency.
38. The Managing Director, IDA 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.
39. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by IDA) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
40. The contract will be valid for a period of one year and can be extended if agreed to by both the parties.
41. **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 in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men, machinery and materials within days as per order. IDA shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

42. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
43. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by the Sole Arbitrator to be appointed by Managing Director, IDA.
44. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Patna only.

Read and accepted

(Full Name, Signature & Stamp of the Bidder)

ANNEXURE-I
(To be submitted on Letter Head of the Registered Agency)

TECHNICAL BID
PERFORMA FOR CLEANING & PROVIDING MANPOWER SERVICES

Technical Bid should indicate following information along with the Self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____
2. Registered address: _____

3. Branch Address, if any _____

4. Phone/Fax No. _____
5. Email Address: _____
6. Type of Organization: _____
(Whether sole proprietorship/partnership/society/
Private Limited for Cooperative body etc. attach proof)
7. Name of Proprietor/Partners/
Directors Of the Organization/Firm. _____

Payment Details

DD No. _____

Date _____

Amount _____

Bank _____

Sl. No.	Documentary Proof of	Registration No. with Date & validity up to	Proof Attached (If Yes then Page no.)
1	Proof of incorporation/inception of the Agency		
2	Registration for manpower supply/License to act as Housekeeping & Manpower Services Agency		
3	EPF Registration Proof		
4	ESI Registration Proof		
5	PAN Number		
6	Income Tax Return for the last 3 years		
7	Service Tax Registration Proof		
8	VAT Registration		
9	Proof of Registration with the Labour Commissioner		
10	Character certificate issued by competent Authority		
11	Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group of more than 10 persons at a time for cleaning and Manpower Services during the last 3 years		
12	Any other relevant information		

Name and signature of the authorized person

of the firm along with seal

ANNEXURE-II
(To be submitted on Letter Head of the Registered Agency)

FINANCIAL BID
Performa for Scheduled Rate for Cleaning & Providing Manpower Services

A	Office Cleaning Services					Total:-
B	Manpower Services					
	Description	Basic Rate (Minimum Wages)	EPF	ESI	Service Charges of Agency	Total
1	ITI Trained Electrician					
2	Amin					
3	Electrician					
4	Peon					
	Total (A+B)					

Name and signature of the authorized person
of the firm along with seal

(On 100/- Non-Judicial Stamp Paper to be signed by the finalized bidder, before rendering services to the IDA)

CONTRACT AGREEMENT

This agreement is made on between Infrastructure Development Authority, Patna (Hereinafter called IDA which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....

1. Whereas IDA has invited tender for providing Cleaning of whole office premises & providing Manpower Services in the IDA for.....
2. IDA has approved the tender for the work at an amount of.....The work is to be carried out as per the direction of the competent authority.
3. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between IDA and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
4. The contract period shall be initially for with effect from.....to..... which can be extended on mutual consent of both the parties for the additional period.
5. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
6. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the IDA.
7. The contractor has furnished a Performance Security of..... (Rupees.....only) in shape of No..... duly pledged and renewed up to in favour of IDA, Patna which shall carry no interest.
8. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Managing Director, IDA or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceedings shall be at Patna.
9. All machinery/equipment/material etc. required for Office Cleaning and Manpower Services of the Campus will be provided by the Agency.
10. The contractor will not sub-let the contract of these services to any other agency or individual(s).
11. The Contract amount of this work is as per the rate approved with services charges.
12. The Contractor will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
13. Contractor will submit photocopy of challans of deposits of EPF & ESI etc. whichever

applicable along with bill every month.

14. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
15. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
16. Since the personnel will be employees of the contractor, the IDA will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the contractor and there shall be no liability of IDA in that respect.
17. Contractor will ensure that the staffs are periodically changed to ensure better output and result.
18. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
19. The agency must ensure the payment to staff by 7th of each month from his own resources through the bank cheque in account of the worker and proof of credited amount should be produced with the coming monthly bill. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor and after due scrutiny IDA will make requisite payment to contractor.
20. The workmen of the contractor shall have no privacy of the contract with the company and there shall be no master servant relationship between the IDA and the contractor's workmen of any nature whatsoever
21. Any loss due to negligence, if proved, of security staff will be compensated by the contractor.
22. Contractor or his representative will remain in constant touch with concerned official of IDA for better understanding and effective work.
23. All records, attendance registers and documents will be maintained and kept by the contractor.
24. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
25. Decision of IDA in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
26. That in case of any loss being suffered by IDA or the violation of the terms and conditions of contract; the IDA shall have right to deduct all claims against contractor for the security and IDA shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
27. That in case if the contractor withdraws from the contract within the period of contract, the IDA shall forfeit the security amount without any refund.
28. 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 in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within days/on or before date as specified in termination order. IDA shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

29. That the agency has read and understands the terms and conditions attached with this contract agreement and fully abide by this.
30. **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 Managing Director, IDA.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in PATNA in the presence of the witness:

For IDA, Patna

For (Agency)

Witness:

1.

2.

Witness:

1.

2.