



# 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- 58/TEN/IDA/19

I.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 16-11-2019** . Technical bid will be opened on **16-11-2019 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.

## 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 should have prior experience of providing Office Cleaning and Manpower Services for at least 3 years. Proof of experiences must be enclosed in the technical bid
3. Financial Turnover during the last 3 years ending 31st March 2019 should be at least 10 lakhs in any one year. The audited balance sheet must be submitted in the technical bid
4. There should be no case pending with the police/court against the Proprietor/Firm/Partner or the Company (Bidder). Affidavit in this regard must be provided
5. The Bidder shall have the following Registrations and details of the same must be provided in the Technical Bid:
  - (i) Proof of Registration/ Incorporation
  - (ii) EPF Registration
  - (iii).ESI Registration
  - (iv) Service Tax / GST Registration
  - (v) License issued by the Dept. of Labour issued by government
  - (vi) PAN
6. A Self undertaking should be provided that all the informations submitted in the bids are correct and if found false or incorrect in future, contract may be terminated

**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, 1<sup>st</sup> Floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004.**

Technical bid along with Tender processing Fee must be **put up in a separate envelop** and the Financial Bid must be **put in separate sealed another envelop**, clearly indicating “TECHNICAL BID” and “FINANCIAL BID” with the details of the Bidder. Both sealed Technical & Financial Bid’s envelops must be **put in one envelope and 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 on the basis of rate negotiation/ lottery. 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](http://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, Daftari, Plumber, carpenter, Peon etc. This manpower is to be provided as per requirement for eight hours a day and six 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 rate 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. 15000/- (Fifteen Thousand Rupee 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. The staff employed by the agency will always keep identity cards with them for verification while working.
7. The Agency has to provide summer and winter uniforms, identity card and safety items to its employees, as required under the law at its 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.
8. 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 2.30 pm & third at 4.30 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. Whenever it will be necessary saptic tank will be cleared by the agency and no extra payment will be done in this regard.
9. The supervisor deployed by the Agency is supposed to be present during working hours. He will give daily progress report to the designated officer.
10. 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.
11. 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.

12. 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.
13. The details of the persons deployed by the Agency with Bio-data, attested proof of Identity, the latest photographs of all the persons shall be supplied to the IDA office for record.
14. 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.
15. The administration of IDA shall be at liberty to check any time the deployment of persons/work by the Agency and in case of any default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty to agency between 10% to 30% as deemed fit. The decision of the Managing Director shall be final in this regard.
16. 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.
17. The Agency shall not pay to any Manpower as deployed in IDA less than the minimum wages as approved under effective Minimum Wages Act. If minimum wages will be revised by Govt. Of Bihar, the payment to persons provided to IDA will be revised accordingly by IDA.
18. IDA may require ITI trained electrician in Highly skilled categories and he will be paid as per minimum wages fixed by of Govt. of Bihar accordingly.
19. IDA shall not be liable to pay any amount other than agreed in the contract. The agency shall be solely responsible and liable for his persons on roll of Service under the provisions of Contract Labour (R&A) Act and the labour and services laws.
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 before 5th 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 upcoming month bill.

25. TDS 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 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 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. IDA has right to allot the work of Office Cleaning and providing Manpower Services to one or more than one Agency. The decision of the Managing Director of IDA will be final in this regard.
  42. **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.
43. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
  44. **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.
  45. **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. \_\_\_\_\_

<u>Payment Details</u>	
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	Work experience certificate		
3	Financial turnover (last 3 years)		
4	Affidavit that no case pending with police / court		
5	EPF Registration proof		
6	ESI Registration proof		
7	PAN Number		
8	Income tax return for the last three years		
9	Service tax / GST registration		
10	Proof of registration with the department of labour issued by government		
11	Self undertaking attached regarding informations submitted is correct		
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		<b>Office Cleaning Services (Excluding service tax /GST)</b> <b>(per month)</b> <b>Total:- Rs.</b> <b>( In words :- )</b>		
B		Manpower Services		
	Description	Rate Per day per Person	Service Charges of Agency (In Percentage)	Total
1.	ITI Trained Electrician (Highly Skilled)			
2.	Peon ( Skilled)			
3.	Daftari ( Skilled)			
4.	Plumber ( Skilled)			
5.	Carpenter ( Skilled)			
		<b>Total :</b>		
		<b>( In words:- )</b>		

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

Note : The Bidder should quote the rate as per minimum wages and nature of the workmen ( Highly Skilled or Skilled)



(On 1000/- 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 a period of..... 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 DD 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 devices/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 this 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. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
14. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
15. 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.
16. Contractor will ensure that the staffs are periodically changed to ensure better output and result.
17. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
18. The agency must ensure the payment to staff by 5th 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.
19. 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
20. Any loss due to negligence, if proved, of security staff will be compensated by the contractor.
21. Contractor or his representative will remain in constant touch with concerned official of IDA for better understanding and effective work.
22. All records, attendance registers and documents will be maintained and kept by the contractor.
23. 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.
24. Decision of IDA in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
25. 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.
26. 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.

27. The Terms and Condition & Rates will be as per Tender Document and contractor hereby agree to commence the work as per Tender No.\_\_\_\_/Ten/IDA/19

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. **Penalty :** The administration of IDA shall be at liberty to check any time the deployment of person by the agency and in case of default shall deduct the wages of the absentee personnel from monthly payment due to agency and impose penalty between 10% to 30 % as deemed fit. The decision of the managing director will be final in this regard. In case of premature termination of the contract due to any of the clauses of termination the security amount shall be forfeited.

30. **Arbitration :** In case of any dispute or differences rising on terms and condition, the same shall be settled by reference to arbitration by sole Arbitrator to be appointment by managing director, IDA

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

**For IDA, Patna**

**For( Agency)**

Witness:

Witness:

1.

1.

2.

2.