

**TENDER DOCUMENT
FOR
HIRING OF HOUSE-KEEPING & OTHER
MANPOWER SERVICES**

**BUREAU OF INDIAN STANDARDS
'MANAKALAYA' E-9, MIDC, ROAD NO. 8
ANDHERI (EAST), MUMBAI 400 093**

TEL: 022-28325838

FAX: 022 – 28253433

PRICE: RS. 500.00

TENDER DOCUMENT FOR

“Hiring of House – Keeping and other Manpower Services”

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BUREAU OF INDIAN STANDARDS, WESTERN REGIONAL OFFICE, E-9, MIDC, ROAD NO.8

ANDHERI (EAST), MUMBAI 400 093

TENDER NO. **WRO/Admn/2:2:3(HK)** DATED: 22/04/2013

BRIEF INFORMATION ON BID DOCUMENT

Tender No.	WRO/Admn/2:2:3 (HK) Dated- 22/04/2013
Estimated cost of Annual contract	Rs 58.0 Lakhs
Duration of Contract	One year from the date of agreement, which is further extendable for another two years, one year at a time, subject to satisfactory services.
Last Date and Time for submission of Tender Document	Up to 1430 hours of 24/05/2013 [Friday]
Pre-Bid Conference	At 1400 hrs on 07/05/2013 [Tuesday] to address the queries of prospective bidders and provide clarifications.
Date of opening Technical Bid	At 1500 hours of 24/05/2013[Friday]
Date of opening of financial bids of technically qualified bidders	To be notified later
EMD	Rs 2,90,000.00 (Rupees Two Lakhs Ninety Thousand Only) in the form of crossed Demand Draft/Banker's Cheque drawn in favour of Bureau of Indian Standards, payable at Mumbai
Cost of Tender Document	Rs. 500.00 Hard copy is available on the address given below.
Validity of Bid	120 days from the last date of receipt of tender
Total Number of pages of Tender Document	64 pages
Address and Venue of submission of bids	Section Officer (Administration), Bureau of Indian Standards, 'Manakalya', E – 9, MIDC, Andheri (East), Mumbai -400093.

BUREAU OF INDIAN STANDARDS, WESTERN REGIONAL OFFICE, E-9, MIDC, ROAD NO.8

ANDHERI (EAST), MUMBAI 400 093

TENDER NO. **WRO/Admn/2:2:3(HK)** DATED: 22/04/2013

SECTION-1

(Notice Inviting Tender)

BUREAU OF INDIAN STANDARDS, WESTERN REGIONAL OFFICE, E-9, MIDC, ROAD NO.8

ANDHERI (EAST), MUMBAI 400 093

TENDER NO. **WRO/Admn/2:2:3(HK)** DATED: 22/04/2013

NOTICE INVITING TENDER

Tender Document Cost: Rs. 500.00

Earnest Money Deposit: Rs 2,90,000.00 (Rupees Two Lakhs Ninety Thousand Only)

Estimated Cost of Annual Contract: Rs 58, 00,000.00 (approximately)

“Hiring of House-keeping and other Manpower Services”

Bureau of Indian Standards, ‘Manakalaya’ E-9 MIDC, Road No. 8, Andheri (East), Mumbai 400093 hereinafter called the Client, invites sealed bids under two bid system from eligible firms/companies/ etc. for **“Hiring of House-keeping and other Manpower Services”** for its office located at ‘Manakalaya’ E-9 MIDC, Road No. 8, Andheri (East), Mumbai 400093

Sealed bidding document (Technical Bid, along with EMD and Financial Bid) duly filled in as per the instructions of the Tender Document should be addressed to the Section Officer (Administration), Bureau of Indian Standards ‘Manakalaya’ E-9 MIDC, Road No. 8, Andheri (East), Mumbai 400 093 and must reach **latest by 1430 hrs on 24/05/2013 [Friday]**.

The sealed bidding document should be delivered in the Administration Section of the Client’s office by the stipulated date and time. Tender Documents may be purchased from Admn Section of the Client’s office on payment Rs. 500.00 in cash or against a Demand Draft of Rs. 500.00 from any commercial bank drawn in favour of “Bureau of Indian Standards” payable at Mumbai .

Alternatively, the tender document may also be downloaded from the client’s website: <http://www.bis.org.in>. Those bidders who wish to download the tender document from the website of the client should furnish the tender cost of Rs. 500.00 and EMD of Rs 2,90,000.00 through Demand Draft/Bankers Cheque/Pay Order alongwith the bidding document drawn in favour of “Bureau of Indian Standards ” payable at Mumbai.

A pre-bid conference shall be held at 1400 hrs on 07/05/2013 [Tuesday] in the committee room of the client’s office.

The Technical Bids shall be opened in the Committee Room of the client’s office **on 24/05/2013 [Friday] at 1500 hours** by the Committee authorized by the client, in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids qualify, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders. The Client reserves the right to reject any or all the bids without assigning any reason and the decision of the client, shall be final and binding.

Section Officer (Administration),
Bureau of Indian Standards
‘Manakalaya’ E –09, MIDC, Andheri (East), Mumbai

BUREAU OF INDIAN STANDARDS, WESTERN REGIONAL OFFICE, E-9, MIDC, ROAD NO.8

ANDHERI (EAST), MUMBAI 400 093

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SECTION-2

TECHNICAL BID SUBMISSION FORM

TECHNICAL BID SUBMISSION FORM

Dated:

LETTER OF BID

(To be printed on Bidder's letterhead)

To

Section Officer (Administration),
Bureau of Indian Standards
'MANAKALAYA' E-9 MIDC,
Road No.8, Andheri (E),
Mumbai 400 093

Ref: Invitation for Bid in respect of TENDER NO.----- Dated : -----

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "**Hiring of House-keeping and other Manpower Services**" for the Bureau of Indian Standards E-9, MIDC, Andheri (E), Mumbai 400 093
3. Our bid shall be valid for a period of 120 days from the last day of submission of tender and it shall remain binding upon us and maybe accepted at any time before the expiry of that period.
4. If our bid is accepted, we commit to submit a Performance Security & Bank Guarantee in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on the charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the client is not bound to accept highest ranked bid / lowest bid or any other bid that the client may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding Company)

Full Name and Designation

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

- 1. **NAME OF THE COMPANY**
- 2. **NAME AND DESIGNATION OF AUTHORISED SIGNATORY**
- 3. **COMMUNICATION ADDRESS**
- 4. **PHONE NO./MOBILE NO.**
- 5. **FAX**
- 6. **E-MAIL ID**

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

- 1. **NAME OF THE CONTACT PERSON**
- 2. **DESIGNATION**
- 3. **PHONE NO.**
- 4. **MOBILE NO.**
- 5. **E-MAIL ID**

UNDERTAKING

- 1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
- 3. I/We give the rights to the Client to forfeit the Earnest Money/Security money deposited by me/us in case of breach of conditions of Contract or failure on our part to accept the contract if awarded to us.
- 4. I hereby undertake to provide the manpower services as per the provisions in the tender document/contract agreement.

Date:-

Place:-

Signature of the Authorised Signatory

**Designation:
(Office seal of the Bidder)**

SECTION-3

INSTRUCTIONS TO THE BIDDERS

TENDER NO. **WRO/Admn/2:2:3(HK)** DATED: 22/04/2013

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, Bureau of Indian Standards, 'Manakalaya' E-9 MIDC, Road No. 8, Andheri (East), Mumbai 400093 shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered in the Administration Section of this office by the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes and these two envelopes must be placed in a third envelope superscribing the details of tender submission like Tender Number, Subject of tender, address of the bidder . The sealed bid should be dropped in tender box kept in the reception area of the client's office or sent by post, to the Section Officer (Administration) of the client's office.
- 1.3 Tender Document may be purchased from the Administration Section of client's office on payment of Rs. 500.00 in cash or against a Demand Draft of Rs. 500.00 from any commercial bank in favour of " Bureau of Indian Standards " payable at Mumbai. Alternatively, the tender document may also be downloaded from this office website: <http://www.bis.org.in>. Those bidders who wish to download the tender document from the website of the client should furnish the tender cost of Rs. 500.00 through Demand Draft/Bankers Cheque/Pay Order alongwith the bidding document and EMD. **The bidders must fill up "Contact Details Form" and enclose that with the "Letter of Bid".**
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained after submission of the bids.
- 1.5 Each page of the Tender document must be stamped and signed by the persons submitting the Tender as token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED /DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**

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- 1.8 The parties to the Bid shall be the 'Bidders' (to whom the work may be awarded) and the Bureau of Indian Standards, 'Manakalaya' E-9, MIDC, Andheri (E), Mumbai 400 093.
- 1.9 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post to the Bureau of Indian Standards, , 'Manakalaya' E-9, MIDC, Andheri (E), Mumbai 400 093 The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.10 The requirements of manpower for House-keeping and other manpower services is tentative and may increase or decrease at the sole discretion of the client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for fulfilling the Part A of technical evaluation. Part B of technical evaluation shall be carried out only in respect of those bidders whose bids meet the criterion specified in Part A. **A proof in support of the following criterion by the Bidder shall be submitted.**

- 2.1 **BID SECURITY [EMD]** : EMD of Rs 2,90,000.00 (Rupees Two Lakhs Ninety Thousand Only) is to be submitted as bid security in the form of DD/Banker's cheque/ Pay Order drawn in favour of "Bureau of Indian Standards" payable at Mumbai.
- 2.2 **The bidder shall have a valid licence issued by the Labour Commissioner to the contractor to provide House Keeping Services and Manpower Services in Mumbai.**
- 2.3 **Legally Valid Entity** : The Bidder shall necessarily be a legally valid entity such as a Limited Company or a Private Limited Company registered under the Companies Act, 1956, Partnership firm, or a Proprietorship . **For proof, Self attested/attested copy of Certificates of Incorporation/partnership deeds issued by the respective registrar of firms/companies shall be submitted. In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice.**
- 2.4 **Registration:** The Bidder should have a valid PAN issued by the Income Tax Department, and also registered with the Employees Provident Fund Organisation, and Employees State Insurance Corporation, Service Tax Department. **In support of proof, self-attested/attested copies of PAN, EPFO Registration, ESIC Registration, Service Tax No shall be acceptable.**
- 2.5 **Returns:** The Bidder should also have filed the required returns to the Service Tax Department, and Income Tax Department. In support of proof, self-attested/attested copies of Last **three years** returns filed with Service Tax Department, and Income Tax Department shall be acceptable

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- 2.6 **Experience:** The Bidder should have experience in the similar field of providing House-keeping services in the Government Departments / Public Sector (Central or State)/Pvt. Limited Companies for the **last three consecutive years. In support of proof, self-attested/attested copies** of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs/Pvt. Ltd. Companies shall be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 The bids should be accompanied by an Earnest Money Deposit of Rs 2,90,000.00 (Rupees Two Lakhs Ninety Thousand Only) in the form of Banker's Cheque /Demand Draft/Pay Order of any commercial bank. The validity of the Banker's Cheque /Demand Draft/Pay order must be up to 3 (three) months starting from the date of issue . The Banker's Cheque /Demand Draft/Pay Order shall be in favour of Bureau of Indian Standards, payable at Mumbai .
- 3.2 No request for transfer of any previous deposit of earnest money or performance security or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security (EMD) shall be forfeited to the client.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or performance security.
- 3.6 **The bid security (EMD) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder fails to
 - (a) sign the contract in accordance with the terms of the tender document
 - (b) furnish required performance security & bank guarantee in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) honour his own quoted prices for the services or part thereof.

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4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of receipt of tender.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

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5. PREPARATION OF BIDS:

5.1 The bids shall be prepared in two parts, namely, Technical bid and the Financial bid. Both these bids are to be prepared in the prescribed format. The Technical bid comprises two parts, viz Part 'A' and Part 'B'. Part 'A' consists of criterion for establishing as to whether the bidder fulfils the minimum eligibility criterion or not. Part 'B' is meant for detailed technical evaluation. Part 'B' shall be evaluated of only those bidders whose part 'A' fulfils the minimum eligibility criterion.

5.2 Language: Bids and all accompanying documents shall be submitted in Hindi or in English.

5.3 **Technical Bid:** Technical Bid should be prepared in the prescribed format given at Part A of Technical Bid, and Part B of Technical Bid alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Technical Bid :

- a. Technical Bid Submission **Form** duly signed and printed on Company's **/firm's letterhead** (Section-2) , Annexure-I, & Annexure-II.
- b. Contact Details Form, duly filled and signed (Section 2)
- c. Part 'A' and Part 'B' of Technical bid in the prescribed format as given at **Annexure-I, and Annexure- II**
- d. Signed and Stamped on each page of the tender document.
- e. Earnest Money Deposit of Rs 2,90,000.00
- f. All self attested/attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section -3 (clause 2 above).

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for **Tender No.- WRO/Admn/2:2:3 (HK)** with the Name and address of the Bidder.

5.4 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Table "A' and Table 'B' of tender Document (Section 7). Then the financial bid should be kept in a separate sealed envelope, superscribed "**Financial Bid** for **Tender No. - WRO/Admn/2:2:3 (HK)** with the Name and address of the Bidder.

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6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly super subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- 6.2 The Bid shall be submitted not later than **1430 hours of 24/05/2013 [Friday]** addressed to Section Officer(Administration), Bureau of Indian Standards, 'MANAKALAYA' E-9, MIDC, ROAD NO.8, ANDHERI (EAST), MUMBAI 400 093
- 6.3 Bidders sending their bids through courier/by post should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers/sent by post shall be granted.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the client reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.5 **Late Bids : Any Bid received by the client after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.**

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Committee Room of the Bureau of Indian Standards, 'MANAKALAYA' E-9, MIDC, ROAD NO.8, ANDHERI (EAST), MUMBAI 400 093 on 24/05/2013 [Friday] at 1500 hours by the Committee authorized by the client in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the bid opening procedure.
- 7.5 All the present Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.

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- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation, viz. evaluation of Part-A and Part-B of technical bids shall be done only in respect of Valid Bids.
- 7.9 Invalid Bids(viz. bids not accompanied with EMD) shall be returned on the spot, if the bidder or his representative is present.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the BIS/Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification on the supporting documents submitted by the bidder as per clause 2 from the bidder that issued the document.

9. TECHNICAL BID EVALUATION

- 9.1 The Technical bid comprises of two parts, viz Part 'A' and Part 'B'. Part 'A' consists of criterion for establishing as to whether the bidder fulfils the minimum eligibility criterion or not. Part 'B' is meant for detailed technical evaluation. Part B shall be evaluated of only those bidders whose part 'A' fulfils the minimum eligibility criterion.
- 9.2 The Client shall follow two bid evaluation system where the technical bid and financial bid shall be evaluated separately.

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9.3 The tendering evaluation shall be done on weightage with 70% to Technical Evaluation (Part "B" of technical bid) and 30% to financial evaluation.

9.4 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

- (i) **At least one current valid house-keeping contract as on 31.03.2012 with a Govt. Deptt./PSU** **30 Marks**
- (ii) **Number of years in Operations** **Max 25 Marks**
- | | |
|-------------------------------|-----------------|
| (a) Less than 5 years | 05 Marks |
| (b) 5-10 years | 10 Marks |
| (c) 10-15 years | 15 Marks |
| (d) More than 15 years | 25 Marks |
- (iii) **Turnover (Last Financial Year 2011-12)** **Max. 20 Marks**
- | | |
|-------------------------|----------|
| (a) Less than 5 crores | 05 Marks |
| (b) 5-15 crores | 10 Marks |
| (c) 15-30 crores | 15 Marks |
| (d) 30 crores and above | 20 Marks |
- (iv) **Number of Manpower on roll** **Max. 10 Marks**
- | | |
|--------------------|----------|
| (a) Less than 1000 | 04 Marks |
| (b) 1000-3000 | 06 Marks |
| (c) 3000-5000 | 08 Marks |
| (d) 5000 and above | 10 Marks |
- (v) **Quality Related/Award Related Marks Max. 15 Marks**
- | | |
|---|----------|
| (a) ISO 9001 | 06 Marks |
| (b) SA 8000 | 03 Marks |
| (c) Any National /International Award Conferred on the bidder | 06 Marks |

Total Marks 100

Note: The bidder must enclose with their technical bid the attested/self attested copies of proofs in support of above failing which no marks shall be awarded to them.

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- 9.5 **A Bidder should secure a minimum of 50% marks** (as per para 9.4) in Technical Evaluation in order to be a qualified bidder **for opening of financial bids.**
- 9.6 The total marks obtained by a Bidder in the technical bid (as per 9.4) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 9.4, his technical **evaluation value shall be: 56** i.e. { 80 x 70%}*

- 9.7 The Bidder shall be required to produce self-attested/ attested copies of the relevant documents in support of 9.4 in addition to the documentary evidences of clause 2 for being considered during technical evaluation.
- 9.8 The bidders who qualify at the technical evaluation stage shall only be called for opening of the financial bids. Client shall intimate to such bidders, the time/venue for the **financial Bid opening (By post/fax/email). Bidders are advised to provide the details of their fax number and e-mail on their letterhead with technical bid.**

10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies/firms and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 10.3 Any bidder (or his representative) refusing to sign as mentioned in para 10.2 above shall be disqualified and his financial bid shall be returned on the spot.
- 10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error, if any in the financial bid.

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10.6 The successful bidder shall be decided only after following due procedure as explained in para 11.

11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

11.2 The Bidder with the lowest bid Prices (L-1) shall be assigned full 30 marks (i.e. 30 % x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

11.3 The financial scores of the other bidders (i.e. L-2, L-3...and so on) shall be computed as under and as explained at Illustration 3 below:

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L-3..)}$$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under 30×100 (lowest prices- L-1) / 125 (quoted prices - L-2) = 24 (financial score) Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

11.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

11.5 The Bidder meeting the minimum eligibility criteria and with the highest marks/ rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible Bidder for award of contract .

11.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

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12. RIGHT OF ACCEPTANCE:

- 12.1 The Client reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid_s. The decision of the Client in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The Client reserves the right to award any or part or full contract to any successful contractor (s) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure, by the contractor that has been awarded the contract, to comply with the provisions of the terms and conditions mentioned in the contract agreement, the Client reserves the right to award the contract to the next higher bidder or any other outside contractor and the difference of price shall be recovered from the defaulter contractor who has been awarded the initial contract and this will be binding on the contractor .
- 12.5 The Client may terminate the Contract if it is found that the Contractor is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate to the successful bidder, who will return one copy to the Client duly acknowledged, accepted and signed by the authorized signatory, within 3 working days (**Three days**) of receipt of the same by him.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the agreement between the Client and the Contractor.
- 13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

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14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the ***technical bid evaluation stage*** shall be returned as early as possible after opening of the eligible financial Bids.
- 14.2 The Earnest money Deposit of the unsuccessful bidders in the ***financial bid evaluation stage*** shall be returned as early as possible, on award of contract to the Successful bidder.
- 14.3 The Earnest money deposit of all the bidders shall be returned in case of cancellation of Tender by the Client after the opening of Bids at any stage.

15. DISPUTE RESOLUTION RELATING TO THIS TENDER :

This tender is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

BUREAU OF INDIAN STANDARDS, 'MANAKALAYA' E-9, MIDC, ROAD NO.8, ANDHERI (EAST),
MUMBAI 400 093

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SECTION-4

GENERAL CONDITIONS OF CONTRACT (GCC)

TENDER NO. **WRO/Admn/2:2:3(HK)** DATED: 22/04/2013

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the parties to the Agreement. There are two parties; (1) The Client and (2) The Contractor. The term “ The Client” means the “Bureau of Indian Standards, Mumbai”. The term “Contractor” shall mean the successful bidder to whom the work of providing Housekeeping and other manpower services in Client’ premises has been awarded.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing House-keeping and other manpower services in its premises.
Notice to Proceed	Shall mean the date at which the manpower services are to commence in the Client’s premises.
‘Confidential Information’	Shall mean all information that is not generally known and which is obtained /received during the tenure of the contract and relates directly to the business/ assets of the Client including the information having the commercial value.
Termination Date	Shall mean the date specified in the notice of Termination given by either party to the other party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given to either Party by the other Party.
Head Supervisor	Shall mean the personnel of the Contractor who shall supervise all the other personnel and other supervisors shift/House- keeping Supervisor-in charge of the House-keeping , cleaning and other personnel and keep liaison with the Client on behalf of the contractor. He shall be the first point of contact between the Contractor and the Client.
Authorised Signatory	In respect of contractor , shall mean the proprietor/partner/Managing Director etc who has specifically been authorised by the Contractor to execute contracts on behalf of him. In respect of the Client, it shall mean the Deputy Director General (Western Region) or any other officer specifically authorised by the Client to execute the contract on behalf of him.
Authorised Representative	Shall mean the person/employee of the Contractor or the Client who has been authorised for a specific task by the Contractor or the client as the case may be.

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1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information during or after contract period is over.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE SECURITY: A sum equivalent to 10% of the accepted contract value in favour of **Bureau of Indian Standards, payable at Mumbai**

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall furnish a performance security in the form of an Demand Draft, from a Commercial Bank, Bank Guarantee from a Commercial Bank in the prescribed format as given in this tender document against the amount of performance security. Performance security shall remain valid for a period of six months beyond the date of completion of all contractual obligations of the contractor. The bidder shall have a valid license from the proper authority for providing the manpower.
- 2.2 The Bank Guarantee can be encashed by order of the client in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

On expiry of the contract, such portion of the said Performance Security as may be considered by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained, if required.

- a) If the contractor is called upon by the Client to deposit Performance Security and the contractor fails to provide the performance security within the period specified such failure shall constitute a breach of the contract and the client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Performance security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate and upon return in good condition of any goods or other property belonging to the client, which may have been issued to the contractor.

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3. INTIMATION ABOUT WORK LOCATION:

After the acceptance of the LoA and securing Performance Security from the successful bidder, Client shall inform the contractor about specific locations where House-keeping and other manpower services are required.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful Bidder shall enter into contract and the authorised signatory shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

5. SERVICES REQUIRED BY THE CLIENT

5.1 The Contractor shall be providing House-keeping and other manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

5.2 The Contractor shall provide House-keeping and other manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. NOTICE TO PROCEED (COMMENCEMENT OF SERVICES)

6.1 The Contractor shall commence House-keeping and other manpower services in Client's premises by a specified date on receipt of Notice to Proceed as set out in Clause 3 (Section 4)

6.2 The Contract shall become legally binding and in force only upon submission of Performance Security in accordance with Clause 2 (Section-4).

7. CONTRACTOR'S OBLIGATIONS

7.1 The Contractor shall provide House-keeping and other manpower services at Client's premises as per Schedule of Work / Requirements (Section 6) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall

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abide by such assignments as provided by the Client from time to time.

- 7.2 The Contractor shall provide the required services through its uniformed and/or trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable for the deployed personnel. All statutory liabilities (such as ESI & PF etc.) in respect of the deployed personnel shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to the Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time, as advised.
- 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. made to its personnel from time to time.
- 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and, similarly the Contractor reserves the right to remove any personnel under intimation to the Client except under emergencies.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of House-keeping and other manpower services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same all the time while on duty and inside client's premises.
- 7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any wages or allowances, compensation, damages or anything arising out of their providing services/discharging duties under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other relevant law in force.

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- 7.11 The Contractor shall provide minimum of two sets each of decent summer and winter uniform to its personnel at its own cost so that they are identifiable and don't look shabbily dressed.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc.
- 7.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the client and the Contractor.
- 7.14 All necessary reports and other information shall be supplied immediately by the Contractor as required by the Client and regular meetings at least once in a month will be held with the Client.
- 7.15 The Contractor shall not employ any person below the age of 18 years or suffering from communicable disease.
- 7.16 Contractor's Personnel
 - 7.16.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise and render services at the Client premises and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
 - 7.16.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.
 - 7.16.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the House-keeping and other manpower services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly for the following occurrences:

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- 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of House-keeping and other manpower services to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.
- 8.4 **COMPENSATION OF LOSS OR DAMAGES CAUSED BY BREACH OF CONTRACT:** When any condition of the contract is broken by the contractor, the Client who suffers any loss or damage by such breach, shall be entitled to receive, from the Contractor who has broken the condition(s) of the contract, compensation for any loss or damage caused to the Client thereby, which naturally arose in the usual course of things from such breach, or which the contractor and the Client knew, when they made the contract to be likely to result from the breach of it.

9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment, material, and facilities at the location(s) where the House-keeping and other manpower services are to be provided/required to enable Contractor's employees to carry out the Services.
- 9.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the assigned Services as soon as possible after the Client becomes aware of them.

10. VALIDITY OF CONTRACT and further Extension

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- 10.1 The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of the contractor not fulfilling the specified requirements in the contract, and or statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions like black listing, etc. solely at the discretion of the Client.
- 10.2 The initial period of one year can be further extended by another two years; one year at a time; subject to satisfactory services at the sole discretion of the office of the Client.

11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the House-keeping and other manpower services.
- 11.2 The prices in the Price Schedule (Section 7 of this document) shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice/bill per month and submit the same to the Client by 5th of every following month. The Client shall make all endeavours to make payments within 20-30 days from the date of the receipt of the invoice/bill from the Contractor.
- 11.4 As and when the minimum wages are revised by the Govt. of Maharashtra, the revised wages shall become payable by this office. No separate approval will be required to be obtained by the contractor from the client. However, the contractor's profit [in absolute terms, and not in percentage terms] shall remain the same throughout the contract period. No price escalation, other than on account of minimum wages revision or any other fresh statutory liability imposed by the government, shall be entertained by the Client.
- 11.5 In addition to the Contract payments, the Client shall pay on pro-rata basis for any additional services required by the Client, which are not specified in the *Price Schedule*.
- 11.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque or electronic transfer to the Contractor's bank account (as per details to be submitted by the Contractor to the client after signing the contract document)

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- 11.7 Client shall be entitled to deduct in accordance with the Applicable Laws, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, *inter alia*, the following in reasonable detail:

- 12.1.2 the date of commencement of the event of Force Majeure;
- 12.1.3 the nature and extent of the event of Force Majeure;
- 12.1.4 the estimated Force Majeure Period,
- 12.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.1.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

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12.1.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION:

13.1 This Contract may be terminated by either party by giving 3 months' written notice to the other.

13.2 This Contract may also be terminated by either party by giving written notice to the other if: The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

13.3 The Contract may be terminated by the Client by giving written notice to the Contractor, if:

13.3.1 In case of serious negligence or serious breach of any of the terms and conditions of the Contract by the Contractor, and the Client is of the opinion that any further continuance of the contract is not in the interest of the client, then the client shall have the right to terminate the Contract without assigning any reason thereof, or without giving any notice as provided for under clause 13.1 and any amount payable by the Client as well as the performance security liable to be forfeited and encashed.

13.3.2 The Contractor does not provide House-keeping and other manpower services satisfactorily as per the requirements of the Client and/or as per the Schedule of Requirements

13.3.3 The Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

15. INSOLVENCY

15.1 The Client may at any time by notice in writing summarily terminate the

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contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

16. CURRENCIES OF BID AND PAYMENTS

- 16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 17.1 Any claims, disputes and / or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Mumbai and the decision of the arbitrator shall be final and binding on the parties.
- 17.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

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SECTION-5

SPECIAL CONDITIONS OF CONTRACT (SCC)

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1. The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep the Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of the following Acts as amended from time to time [a) The payment of wages Act 1936 ,(b) The Employees Provident Funds & Miscellaneous Provisions Act, 1952, (c) The Factories Act, 1948. (d)The Contract Labour (Regulation) Act, 1970, (e)The Payment of Bonus Act, 1965, (f) The Payment of Gratuity Act, 1972, (g) The Employees State Insurance Act, 1948, (h) The Employment of Children Act, 1938,(i)The Motor Vehicle Act, 1988, (j)The Minimum Wages Act, 1948, (k) The Industrial Disputes Act, 1947, (l) The Mines Act, 1952, (m) The workmen's compensation Act, 1923. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from performance security as performance Guarantee or from either the personal property of the bidder or the property owned by his firm/company by way of initiating suitable legal action against the Contractor at any point of time.

3. LABOUR LAW COMPLIANCES AND MAINTENANCE OF OFFICIAL RECORDS BY THE CONTRACTOR

- 3.1 The engagement and employment of personnel and payment of wages to them as per existing provisions of various labour laws as mentioned above and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
 - (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for the personnel deployed.
 - (b) It is mandatory that the employees must be paid through bank/cheques only.
- 3.2 (A)The contractor will be required to maintain all the records and documents under labour laws: [a) The payment of wages Act 1936 ,(b) The Employees Provident Funds & Miscellaneous Provisions Act, 1952, (c) The Factories Act, 1948. (d)The Contract Labour (Regulation) Act, 1970, (e)The Payment of Bonus Act, 1965, (f)The Payment of Gratuity Act, 1972, (g)The Employees State Insurance Act, 1948, (h)The Employment of Children Act, 1938,(i)The Motor Vehicle Act, 1988, (j)The Minimum Wages Act, 1948, (k) The Industrial Disputes Act, 1947, (l) The Mines Act, 1952, (m) The workmen's compensation Act,

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1923 as applicable to contract labours deployed by the contractor at the premises of the client and also Shops & Establishment Act/Rules applicable to contractor's establishment. The contractor shall make a copy of such records maintained by him available to the BIS, Manakalaya, Mumbai.

(B) In compliance to Rule 78 of the Contract Labour(Regulation and Abolition) Central Rules, 1971, the contractor shall maintain the (a) Muster Roll, (b) Wages Registers, (c) A register of Deduction for damage or loss, (e) Register of Fines , (f) Register of Advances, (g) Register of Overtime, (k) Wage Slip.

(C) In compliance to Rule 79 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall display ,at the premises, an abstract of the Act and Rules in English and Hindi and in the language spoken by the majority of workers .

(D) In compliance to Rule 81 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall also display notices showing rates of wages, hours of work, wage period, dates of payment, names and addresses of the Inspector .

(E) In compliance to Section 12 of the Contract Labour Regulation and Abolition) Act and Rules 21 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall obtain a license for deployment of his personnel at the premises of the client.

(F) In compliance to Section 21 of the Contract Labour (Regulation and Abolition) Act and Rules 25 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall pay timely and shall ensure the disbursement of wages in the presence of Section Officer (Administration) of BIS. Rate of wages shall not be less than that of the minimum wages as declared by Govt. of Maharashtra. As and when the wages are revised by the Government of Maharashtra, the revised wages shall be paid by the client. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.

(G) In compliance to Section 16 and 17 of the Contract Labour(Regulation and Abolition) Act and Rules 40 to 48, 51, 57, 58 welfare measure shall be taken by the Contractor.

(H) In compliance to Rule 82 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall furnish half yearly return in Form XXIV to the concerned licensing officer and provide a copy thereof to the client.

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- (I) In compliance to Rules 75, 76 and 77 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall maintain a register of workers in form XIII and issue an employment card to each worker in Form XIV; and shall also issue service certificate to every workman on his termination in Form XV.
- (J) In compliance to provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952, and The Employees State Insurance Act, 1948, the contractor shall provide each workman the Identity Card as received from ESIC for enabling him and the members of his family to avail the medical services from ESIC dispensary. The contractor shall also provide each workman the PF number allotted to him and the Contribution Card.
- (K) In addition to maintaining and providing the above records, the contractor shall also file the following returns and produce a photocopy thereof to the client :-
- (a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952.
- (b) Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
- (c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
- (d) Annual return filed in form 3A/6A under the Employee's Provident Funds & Miscellaneous Provisions Act, 1952.
- (e) Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948
- (f) Any other applicable return.
- (L) The Contractor shall ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- (M) (i) The Client reserves the rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues. **The payment for successive months will be released on receipt of the evidence of deposition of ESI/PF in the worker's account for the previous month. If the contractor does not produce satisfactory evidence regarding deposition of EPF and ESI dues, the Client shall withhold payment of the component of EPF and ESI.**

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- (ii) **The contractor shall submit with his monthly bill the following: (a) A detailed wages sheet showing List of workmen with their name, number of days worked during the month, wages admissible, EPF and ESI deductions, Net amount payable to each employee, signature of workmen for receiving the wages, counter-signature of Section Officer (Administration) or any other authorised representative of the client, on this statement as a token of proof that the wages as shown in the wages sheet, have been disbursed to the workmen in his presence (b) copy of challan of deposition of EPF/ESI in respect of previous month.**
- (iii) **The amount as shown in the challan of EPF and ESI must tally with the total deductions as reflected in M (ii) (a) above, failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor.**
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers engaged by the contractor and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

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SECTION-6

SCHEDULE OF WORKS/ REQUIREMENTS

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In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts have been mentioned.

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Client shall have the right to have any person removed who is considered to be undesirable for any reason and similarly the Contractor reserves the right to remove any of the personnel under intimation to the Client except under emergency situation.
- 1.3 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.4 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements of the client.
- 1.5 The Contractor shall issue identity cards to all its personnel who will be instructed by the Contractor to display the same (at all times). The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed to vide agreement to be entered into with the client.
- 1.6 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any wages or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.7 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its Personnel and the Client shall not have any liability whatsoever on this account.

2. SUPERVISION

- 2.1 The Contractor shall **depute one full time Head Supervisor in Client's office**, who shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Head Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESI with concerned authorities or

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providing of ESIC facilities to the manpower are fulfilled through Contractor or its Head Supervisor.

2.4 The Contractor shall ensure that the Head Supervisor is well conversant with all HR related requirements and who should be prompt enough to initiate all required action.

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

3.1 The Client intends to outsource manpower for deployment in different categories such as House-keeping and other manpower services. [Skilled, Semi-Skilled, Un-Skilled, and Clerical and Non-Technical Supervisory Personnel .]

3.2 The manpower appointed in different categories shall be deployed by the Client for performing the services of Peon, Packer, Bearer, Lab Attendants, Cleaning Personnel (Un Skilled); Receptionist, EPABX Operator, House Keeping Supervisor (Non- Technical Supervisory Personnel) and Mali , Helper in Canteen to assist the Cook (Semi- Skilled), Electrician, Plumber, Cook or Halwai (Skilled) and any other category as deemed fit by the Client as per the provisions of para 3.1 above.

3.3 The personnel who are deployed by the contractor as Cleaning personnel shall be provided all cleaning material for cleaning purposes by the Client.

3.4 The Contractor is required to quote prices for each of the category viz. Skilled, Semi-Skilled, Unskilled and Clerical and Non-Technical Supervisory personnel in the Price Schedule (Section 7)

3.5 The Contractor shall ensure that except that of the Profit Margin (as defined in the Price Schedule) all other levies (ESIC, EPF, Wages, Uniform, Bonus etc.), which are charged to Client in the Price Schedule are passed on to the deployed personnel as their monthly wages by the Contractor.

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3.6 The tentative requirements of manpower in each of the category shall be as under:

SL No	Category	Job Title	Existing	Projected	Total Requirement
1	Skilled	Electrician Plumber Cook	1 1 1	1 Electrician	4
2	Semi Skilled	Mali Asstt. to Cook	2 1	--	3
3	Unskilled	Housekeeping Attendants	8 7	2 (1 Caretaker For Holiday Home & 1 Bearer)	17
4	Clerical and Supervisor	Clerk Housekeeping Supervisor Telephone Operator	13 1 1	3	18
		Total:	36	6	42

3.7 The estimated value of Contract is likely to be in excess of **Rs 58 Lakhs (Rupees Fifty Eight Lakhs only) for a period of one year.** However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the Bureau of Indian Standards, Mumbai.

4. PENALTIES

4.1 The Contractor shall disburse wages to its deployed manpower inclusive of DA, if any, latest by 7 th of every month, failing which penalty of Rs.500/- per day will be imposed upto 15 th of the month and the contract shall be liable to be terminated. Performance Security is liable to be forfeited and Bank guarantee encashed. The Client will have the power to appoint any other contractor for the manpower services at the risk and cost of the existing Contractor.

4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Head Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.200/- per day per complaint will be imposed by invoking penalty clause.

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- 4.3 The Contractor may maintain adequate pool of manpower so that at any point of time the Client's requirements is met. For this purpose the Contractor may arrange pool of standby manpower / Supervisor(s). If the required number of workers / Supervisors are less than specified number as mentioned in the contract, a penalty of Rs.100/- per absentee per day shall be deducted from the bill (s), in addition to making the proportionate deductions for such absence .
- 4.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the Performance Security
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills submitted by the contractor or that may become due to the Contractor under this or any other contract or from the performance security or may be demanded from him to be paid within seven days to the credit of the Client.

5. SCOPE OF WORK - CONTRACTOR

- 5.1 Contractor must provide standard and clean liveries to its employees / Supervisors with their photo identity cards properly displayed during duty time.
- 5.2 The Contractor must provide wages slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office with a copy to the client . Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Client.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons for providing services to the Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent), photograph of all the personnel deployed for providing services to the Client and shall also intimate changes in addresses of the personnel as and when they take place.

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- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Maharashtra Shops and Establishment Act 1961 Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 5.6 Contractor shall ensure that the personnel providing services to the Client are always disciplined, properly dressed and be presentable all the time during duty. The Contractor shall be solely responsible to tackle the matters in case any of its personnel deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's personnel shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 5.8 Contractor's personnel shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the client's property/employees.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and/or commission by the personnel deployed by him.
- 5.10 The payments to its employees shall be disbursed by the Contractor in the presence of the authorised representative of the Client who shall sign the payment document in token of having disbursed the wages in his presence by the Contractor.

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6. SCOPE OF WORK – FOR SERVICES

Contractor's personnel shall be deployed at BIS 'Manakalaya' E-9, MIDC, Road No.8, Andheri (East), Mumbai 400 093 for providing the following services :

6.1 HOUSE-KEEPING SERVICES:

The purpose of house keeping is that the whole office premises of BIS ['Manakalaya' E-9, MIDC, Road No.8, Andheri (East), Mumbai 400 093] must look neat and clean at every time and the contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not.

Dusting, Sweeping, cleaning and moping all the area of BIS, WRO premises including rooms, toilets, corridors, all around the office premise, laboratory buildings, any other structure like security booth, etc. and the area around them. To clean roads, open channels and drains, remove the forage of tree leaves from lawns, parks and other open areas.

In the event of finding the office premise dirty or some heaps of garbage are noticed lying here and there on any day, penalty upto 5 % of the total amount of monthly bill will be imposed for the concerned month for each such lapses. Non- performers shall be removed and replaced by the competent manpower within two working days by the contractor.

6.1.1 **DAILY OPERATIONS**:- Must be completed before 9:00 AM daily.

- (i) Brooming, sweeping and washing of corridors and staircases.
- (ii) Sweeping and mopping of toilets, bathrooms, urinals-twice a day.
- (iii) Spraying of ROOM FRESHNER/DEODORANT in toilets and few identified rooms.
- (iv) Dusting and cleaning of office furniture, office and laboratory equipments including tables, chairs, side tables, racks and doors, paper trays and other installations.
- (v) Sweeping of floors, mopping of floors-twice a day of all laboratories and removal of scrap as per instructions of respective lab sections to the designated scrap area.
- (vi) Dusting of doors, cleaning of wash-basin and mirror, cleaning of toilet seats/urinals (with sanitarines and water) twice a day.
- (vii) Sweeping of open space and removal of garbage there from.
- (viii) Complete cleaning with soft brooms.

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- (ix) Removal of discarded materials to the designated places. Removal of sweeping and discarded/unwanted, unuseful materials (as decided & directed by the BIS-WRO).
- (x) Sweeping of lawns and open area.
- (xi) Emptying of dustbins of all rooms/labs/sections.
- (xii) Replenishment of soap, naphthalene balls/air purifiers as and when required.
- (xiii) Dumping of garbage by suitable means outside and away from BIS- WRO premises at suitable dumping area to be arranged by the contractor.

6.1.2 **WEEKLY OPERATIONS** :-

- (i) Polishing of floors, cleaning of walls & windows panes .
- (ii) Washing and wiping/mopping of floors. Thorough cleaning of toilets with suitable cleaning agents.
- (iii) Wiping & cleaning of fixtures, fittings.
- (iv) Brooming & sprinkling water in open areas.
- (v) Cleaning of drains.
- (vi) Dusting of files and file racks and cleaning of walls & windows panes.
- (vii) Polishing of staircase railings, cleaning of Venetian blinds and cobwebs on walls.
- (viii) Cleaning and dusting of furniture, fixtures and fittings, carpet cleaning with vacuum cleaner.
- (ix) Dusting of doors, windows, dusting of room coolers, air conditioners.
- (x) Removal of garbage from lab premises, generators, pump house and electric substation etc.

6.1.3 **MONTHLY OPERATIONS**:-

- (i) Dusting of room coolers, ceiling fans, tube lights, fixtures and furnitures and steel almirahs, thorough cleaning of window panes, Venetian blinds and wall scrubbing and washing of rooms, floors, cleaning of duct ways outside the toilets, wiping/mopping of furniture, arranging of files and

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loose papers, special cleaning of sanitary/electrical fire fighting/building hardware etc. fitting & fixture, door windows . Thorough checking and cleaning of sewer and drainage system as and when they occur, other misc. cleaning work etc.

(ii) Sweeping, garbage, grass, hay etc. generated as a result of cleanliness operations in house-keeping and horticulture work and malba generated out of repair work shall be taken out fortnightly by contractor's personnel's, as a part of their routine house keeping operation and horticulture work .

(iii) Removal of blockage, if any, occurring in the drains, floor traps of toilets bath room, rain water pipes and gutters, storm water drains, roads, and sewers etc. with in BIS premises, preventive maintenance of the same, other misc. cleaning work.

6.2 SKILLED LABOUR

6.2.1 ELECTRICIAN AND PLUMBER : One skilled electrician shall be posted at our Andheri Office from 0900 hrs to 1730 hrs on all working days and if necessary, on holidays too. Any additional help required shall be arranged by the contractor, as per requirement. The work involves maintenance of all existing electrical installations at our office premises at Andheri and residential flats at JVPD Scheme (5 flats), Apna Ghar CHS Ltd, Lokhandwala Complex (4 flats), Tilak Nagar Chembur (10 flats), MHADA Powai (6 flats) and Shristi Complex, Mira Road (8 flats) such as control panel, distribution boards, different electrical points, fans, tube lights, water pumping room, motor and control units etc. The maintenance work will involve alteration or replacement of part/ component/assembly in the existing installation with the material supplied by BIS. The maintenance work at the residential premises shall be carried out as and when required without affecting the maintenance work at the office.

6.2.2 CIVIL WORK: One skilled plumber shall be posted at our Andheri Office from 0900 hrs to 1730 hrs on all working days and if necessary, on holidays too. Any additional help required shall be arranged by the contractor, as per requirement. The work involves maintenance job at our office premises at Andheri and residential flats at JVPD Scheme (5 flats), Apna Ghar CHS Ltd, Lokhandwala complex (4 flats), Tilak Nagar, Chembur (10 flats), MHADA Powai (6 flats) and Shristi Complex, Mira Road (8 flats) such as maintenance of water tank, water pipe lines, drainage lines, toilet and washbasins, urinals, W/C, flushing tanks and flush lines, alteration of components , rectification of minor leakage etc. The maintenance work at the residential premises shall be carried out as and when required without affecting the maintenance work at the office.

6.2.3 CANTEEN COOK AND CANTEEN HELPER: One skilled Cook and one Helper shall be posted at our Andheri Office on full time on all working days and if necessary, on holidays too. There are approximately 125 employees at BIS Office, Mumbai, for whom food items are to be prepared by the Cook, based on the menu given by BIS, as below:

i) Morning Breakfast, Lunch and Evening Snacks, Tea, Coffee

ii) There are official meetings for which lunch is required in buffet style. The Cook shall prepare the same as per the menu given by BIS.

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iii) Canteen Helper is required to assist the Cook for preparation of food items, washing of utensils and any other work in the canteen as assigned by BIS.

6.3 SEMI - SKILLED LABOUR

6.3.1 GARDNERS i.e. MALIS

- i) Two gardeners are required on all the days except Sundays.
- ii) Maintenance of all the lawns of BIS
- iii) Cutting of grass
- iv) Plantations of saplings, trees, flower plants, including their maintenance, trimming from time to time, changing pots etc
- v) Watering plants and grass in the lawns to ensure greenery is maintained in the premises
- vi) Pest control (plants & garden /lawn)
- vii) Arrangement of flower vases as and when required
- viii) To maintain beauty of the premises and enhancement of the same all the time
- ix) Development/landscaping of garden as directed by BIS office from time to time

6.4 CLERICAL / NON – TECHNICAL STAFF : Clerical and Non Technical Supervisory personnel deployed by the contractor are liable to be deployed in different sections of the client's office, to man the reception or to work in other clerical jobs as per requirement of the client.

6.4.1 Personnel employed at category 6.4 should have Computer knowledge, typing in Hindi/English, Filing work and other routine office work. Minimum Qualification preferably graduation.

6.4.2 The contractor will deploy well trained personnel in the respective fields of work to be performed under the contract from 8:00 AM to 5:00 PM from Monday to Saturday for people in categories 6.1, 6.2 and 6.3 and 9.00 AM to 5.30 PM for people in the category 6.4

6.4.3 The contractor shall not deploy or shall discontinue to deploy any person at the Bureau premises, if so desired by the Bureau, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the Bureau. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office latest within a week of onsite deployment of manpower.

6.4.4 The Contractor will provide the required services five days for people at category 6.4 and six days a week for people at category 6.1, 6.2 and 6.3 throughout the year. Holiday, if any, will be observed with prior approval of the Bureau under emergency circumstances.

6.4.5 The working hours for the personnel of the contractor for this contract purpose will be from 8:00 AM to 5:00 PM from Monday to Saturday for people in categories 6.1, 6.2 and 6.3 and 9.00 AM to 5.30 PM for people in the category 6.4. They may also be called on Saturdays as and when required without any extra payment. They may also be asked to remain in office beyond 5:00 PM also on occasional demands without any extra payment.

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6.4.6 The personnel deployed shall be healthy, active and not more than 45 years of age. No body shall have any communicable diseases. The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with specific qualifications are deployed in Client's premises who can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.

7. CODE OF CONDUCT :

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and personnel of the office of the Client Client.
- Shall not drink on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.
- Will immediately report to the Client any untoward incident / misconduct or misbehaviour .
- Do not entertain visitors
- Shall not smoke in the office premises.

7.1 CONFIDENTIALITY

The contractor or any of his employee shall not give or provide

- The phone number and movement plans of the client to anyone.
- Car make, colour and number of any officer(s)/official(s).
- Location
- Meetings and conference schedules.
- Site plan of the premises.
- Travel details of the clients.
- Assets of the office.
- Any information regarding client.

7.2 TELEPHONE HANDLING

- The Contractor's employees shall be instructed by the Contractor strictly not to use the telephone facility of the Client for their personal purpose.

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7.3 PATROLLING PROCEDURES

- Patrolling should be done on regular basis and it should be ensured that strict cleanliness is maintained.
- The Head Supervisor will keep a watch on the activities of the deployed personnel including Supervisors
- If anything unusual / untoward is found, the client shall be informed in writing.

7.4 FRISKING / CHECKING PROCEDURES

- The contractor's personnel providing various services to the client may be frisked at the time of their leaving the office premises in the evening as and when considered necessary.
- If anything untoward/unusual / suspicious is found, it must be reported to the Client immediately.

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SECTION-7

FINANCIAL BID

[PRICE SCHEDULE]

BUREAU OF INDIAN STANDARDS, 'MANAKALAYA' E-9, MIDC, ROAD NO.8, ANDHERI (EAST),
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TABLE-'A'

BIDDERS TO QUOTE THEIR PRICES BELOW

Sl. No.	Category	Quoted Amount per person per month ** (Rs.)
1	Skilled Category for providing services of : Electrician , Plumber, Cooks/Halwai etc	
2	Clerical , Non-Technical Staff or Supervisory Category for providing services of : Receptionist / EPABX Operator, House-Keeping Supervisor etc	
3	Semi-skilled category for providing services of : Mali , Helper in Canteen to assist cook etc	
4.	Un Skilled Category for providing services of : Peon/packer, Bearers, Lab Attendants, Cleaning Personnel etc..	

****Note :**

- (i) Total Consolidated monthly amount (including Minimum Wages, ESIC, EPF etc.) per person should be quoted by the bidder under each of the category separately.
- (ii) The bidder should quote the details (price-break up) of the monthly consolidated amount in the **Table-B** given on next page .
- (iii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (iv) Prices shall be valid for a period of one year. However, on revision of minimum wages by Govt. Of Maharashtra the same shall be revised by the Client. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.
- (v) The quoted consolidated monthly amount prices shall be inclusive of all charges including Client's contribution towards ESI, EPF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Supervision of company etc.
- (vi) **The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.**

- (vii) The Contractor shall mandatorily ensure that the cost per head as at 'A' in Table 'B' is paid as monthly wages to their PERSONNEL who are deployed in Client's premises for different services. Price Break-up of the quoted prices shall be submitted by the Contractor in the format given in Table B :

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Financial Bid

TABLE B

Head	Categories					
	Un skilled (Rs (for Sl. No 4 of Table A')	Semi Skilled (Rs.)(for s.no.3 of Table 'A')	Skilled (Rs.) (for Sl. No 1 of Table 'A')	Clerical and supervisory Non-Technical personnel (Rs.) for Sl. No 2 of Table 'A')		
				Non- Matriculate	Matriculates but not Graduates	Graduates and above
Basic Minimum Wages including VDA (As per Government of Maharashtra norms)						
ESI						
EPF						
EDLI						
Gratuti /Terminal Benefits						
Bonus						
Uniform and Washing allowances						
Cost per head (A)						
Profit/Service Charges per head per month (B)						
Total Cost per head per month (A) + (B)						

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The payment shall be made by the following formula with relevant changes as per above. The contractor shall also pay to his personnel by this formulae. This formula takes care of all the paid weekly holidays, national holidays and other gazetted holidays.

Formula: Wages payable to individual = [Total Monthly Wages as above /No. of working days in the month] * No. of days worked in the particular month by the individual.

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SECTION - 8

FORMS

Section 8.1
Section 8.2

Draft CONTRACT AGREEMENT
PERFORMANCE BANK GUARANTEE

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DRAFT CONTRACT AGREEMENT NO. ----- DATED

THIS AGREEMENT is made on between **Bureau of Indian Standards, Mumbai** (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at 'Manakalaya' E-9, MIDC, Road No.9, Andheri (East), Mumbai 400 093 of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as "The Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing House-keeping and other manpower services to Client.

NOW THIS AGREEMENT WITNESSETH as follows:

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor "**availing House-keeping and other manpower services at its office** under **Tender No.-----**

- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

- III. **AND WHEREAS** the Client has selected **M/s**.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].

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- IV. **AND WHEREAS** the Client desires that the House-keeping and other manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing House-keeping and other manpower services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.
- IX. **AND WHEREAS** the Client and the Contractor agree as follows:
1. The Contractor (The successful bidder) hereby agrees that he is solely liable to fully indemnify and keep the Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of the following Acts as amended from time to time[[a) The payment of wages Act 1936 ,(b) The Employees Provident Funds & Miscellaneous Provisions Act, 1952, (c) The Factories Act, 1948. (d)The Contract Labour (Regulation) Act, 1970, (e)The Payment of Bonus Act, 1965, (f) The

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Payment of Gravity Act, 1972, (g) The Employees State Insurance Act, 1948, (h) The Employment of Children Act, 1938, (i) The Motor Vehicle Act, 1988, (j) The Minimum Wages Act, 1948, (k) The Industrial Disputes Act, 1947, (l) The Mines Act, 1952, (m) The workmen's compensation Act, 1923]. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from performance security as performance Guarantee or from either the personal property of the bidder or the property owned by his firm/company by way of initiating suitable legal action against the Contractor at any point of time.

2. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The Complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date.
 - (f) Performance Bank Guarantee submitted against performance security.
 - (g) Charges – Schedule annexed to this Article of Agreement
 - (h) Supplementary Agreements executed from time to time.
4. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
5. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. NATURE OF AGREEMENT: The parties hereto have considered, agreed to and have a clear understanding on the following aspects:

- (i) This Agreement is for providing the aforementioned services and is not an

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Agreement for supply of contract labour. It is clearly understood by the Contractor that the persons employed by the Contractor for providing services as mentioned herein, shall be the employees of the Contractor only and not of the Client. The individual person (s) to be deployed for providing the said services, shall be decided by the Contractor who shall be liable to make payments to them towards their monthly wages, etc. and other statutory dues like EPF, ESI, Minimum wages etc.

- (ii) The Client shall not be liable for any obligation/responsibilities, contractual, legal or otherwise, towards the Contractor's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- (iii) The personnel of the Contractor rendering the services under this Agreement, shall never be deemed to be the employees of the Client in any manner whatsoever and shall not be entitled to claim from the Client for employment, wages /wages, damages, compensation or anything arising from their deployment by the Contractor.

XI. AND WHEREAS the Client and the Contractor agree as follows:

When any condition of the contract is broken by the contractor, the Client who suffers any loss or damage by such breach, shall be entitled to receive, from the Contractor who has broken the condition(s) of the contract, compensation for any loss or damage caused to the Client thereby, which naturally arose in the usual course of things from such breach, or which the contractor and the Client knew, when they made the contract to be likely to result from the breach of it.

XII **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
Bureau of Indian Standards, Mumbai

(Authorised Signatory)

(Authorised Signatory)

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PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee No : Amount of Guarantee :

..... Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

Date

WHEREAS Bureau of Indian Standards, Mumbai having its office 'Manakalaya' E-9, MIDC, Road No.8, Andheri (E), Mumbai 400 093 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of House-keeping and other manpower services" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Mumbai for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counter claims whatsoever, the

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total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

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- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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ANNEXURE-I

PART "A" OF TECHNICAL BID
(Please see clause 2 of Section 3 of tender document)

**Please enclose the following to ascertain as to whether or not the bidder fulfils the
MINIMUM ELIGIBILITY CRITERIA**

- a. BID SECURITY [EMD] : EMD of Rs 2,90,000/- (Rupees Two Lakhs Ninety Thousand Only) is to be submitted as bid security in the form of DD/Banker's cheque/Pay Order drawn in favour of "Bureau of Indian Standards," payable at Mumbai .
- b. **License: A self-attested/attested copy of valid license issued by the Labour Commissioner to** the contractor to provide House Keeping Services and Manpower Services in Mumbai.
- c. **Legally Valid Entity: Self attested/attested copy/copies of Certificates of Incorporation/partnership deeds issued by the respective registrar of firms/companies .**
In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor's name would suffice.
- d. **Registration: Self-attested/ attested copies of (i) PAN, (ii) EPFO Registration, (iii) ESIC Registration, (iv) Service Tax No.**
- e. Returns: Self-attested/attested copies of Last **three years returns** filed with (i) Service Tax Department, and (ii) Income Tax Department.
- f. **Experience: Self-attested/attested copies** of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs/Pvt. Ltd. Companies in support of providing House-keeping services **for the last three consecutive years.**

UNDERTAKING

I, the undersigned certify that the self-attested/attested copies submitted in support of proof of having fulfilled the minimum eligibility criterion are authentic and genuine. In case any variance is found by the Client on comparing with the originals, the bidder shall be responsible for action against him to be taken by the client as deemed fit.

Date: -

Place:-

Signature of the Authorised Signatory

Designation:
(Office seal of the Bidder)

ANNEXURE-II

PART "B" OF TECHNICAL BID
(Please see clause 9 of Section 3 of tender document)

PLEASE TICK THE FOLLOWING WHICHEVER IS APPLICABLE AND ENCLOSE THE SELF-ATTESTED/ATTESTED COPIES IN SUPPORT OF PROOF IN RESPECT OF TICKED ITEMS failing which no marks shall be awarded.

- (i) At least one current valid house-keeping Contract as on 31.03.2012 with a Govt. Department /PSU
- (ii) **Number of years in Operations**
- | | |
|--------------------|-----|
| Less than 5 years | (a) |
| 5-10 years | (b) |
| 10-15 years | (c) |
| more than 15 years | (d) |
- (iii) **Turnover** (Last Financial Year 2011-12)
- | | |
|---------------------|-----|
| Less than 5 crores | (a) |
| 5-15 crores | (b) |
| 15-30 crores | (c) |
| 30 crores and above | (d) |
- (iv) **Number of Manpower on roll**
- | | |
|----------------|-----|
| Less than 1000 | (a) |
| 1000-3000 | (b) |
| 3000-5000 | (c) |
| 5000 and above | (d) |
- (v) **Quality Related/Award Related Marks**
- | | |
|--|-----|
| ISO 9001 | (a) |
| SA 8000 | (b) |
| Any National /International Award
Conferred on the bidder | (c) |

UNDERTAKING

I, the undersigned certify that the self-attested/attested copies submitted in support of proof of having fulfilled the minimum eligibility criterion are authentic and genuine. In case any variance is found by the Client on comparing with the originals the bidder shall be responsible for action against him to be taken by the client as deemed fit.

Date: -

Place: -

Signature of Authorised Signatory with official seal

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SECTION-9

CHECK-LIST

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CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs 2,90,000/- with the Technical Bid?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender document?	
5.	Have you attached proof of having met the minimum eligibility criteria as required under Annexure-I (Part-A of Technical Bid)?	
6	Have you attached proof of required documents as required under Annexure-II (Part-B of Technical Bid?)	
7.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
8.	Has your Technical Bid been packed as per the requirements of the Tender?	
FINANCIAL BID		
9.	Have your financial Bid proposal is duly filled, sealed and signed on all pages?	
10.	Have you quoted prices against each of the category?	
11.	Have your financial bid been packed as per instructions contained in Tender Document?	