

## **TENDER FOR ENVIRONMENTAL MAINTENANCE SERVICES**

**This tender document contains 34 pages**

**Pages 1 to 28 Cover – I Techno-Commercial Bid**

**Cover II Pages 29-34, Annexure F, Price Bid (Schedule I)**

**& Annexure G Rate Chart (Schedule II)**

**Tender Fees: Rs. 1,000/- (Rupees One Thousand only)**

(Tenderers who download the tender document from  
Portal should enclose a DD along with Technical Bid  
for Rs.1,000.00 towards tender fees)

**Estimated Cost: Rs. 1.04 Crore**

**EMD amount: Rs. 2,00,000/-**

**(Rupees Two Lakh only)**

**Last date for submission: 25<sup>th</sup> July 2017 till 15.00 hrs**

**Tender opening date & time: 25<sup>th</sup> July 2017 at 15.30hrs**

**(Only Techno-Commercial Bids)**

Ref: ICTS/TIFR/SER/W-15/2017

Tender Notice No. 018/JUN/2017

**Sealed tenders are invited from Registered and Licensed Contractors of repute for Job Contract at ICTS-TIFR, Survey No 151, Shivakote Village, Hessarghatta Hobli, Bangalore North, Pin- 560 089.**

**Pre-Bid Meeting:** For information / technical details / clarifications required by the tenderers, a Pre-Bid meeting will be held on 06 July, 2017 @ 11.00 hrs at ICTS – TIFR, Survey No 151, Shivakote Village, Hessarghatta Hobli, Bangalore North – 560 089. The tenderers who are interested in participating in the tender and who have purchased the tender documents are requested to attend the same. Interested tenderers are requested to mail their pre-bid queries to [purchase@icts.res.in](mailto:purchase@icts.res.in) by 05 July, 2017.

**The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.**

### Important instructions for the Tenderers

- A) The contractor should have minimum **5 years'** experience in providing Environmental Maintenance Services. The contractor should have executed or be executing at least **one similar order** in a medium/large Research Establishment or a big Multinational Company i.e. in multistoried buildings. Contractor should have executed or be executing a single contract of at least **Rs. 80 lakhs** or two contracts of at least **Rs. 60 lakhs each or three contracts of at least Rs. 40 lakhs each** during the last **two financial years**.
- B) The contractor should have a valid **PAN number** issued by the Income-Tax Authority.
- C) The contractor should have a valid **Registration Certificate** of the firm / agency / Company.
- D) The contractor should have a valid **License** issued by the Competent Authority.
- E) The contractor should have valid **ESI & PF** registration certificate.
- F) **Security Considerations:** The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.
- G) Having regard to the scope of work, qualification, training and experience that are required for the job, the Contractor should offer such emoluments and benefits to the people to be employed by him which take into account:
  - a) The Qualification, Training and Experience of the deployed personnel.
  - b) Annual increase in Salary on account of revision of Basic Wages + V.D.A.
  - c) Emoluments which are well above the minimum wages as prescribed under the Central Minimum Wages Act.
- H) **The tenders should be submitted in two sealed covers.** This tender will be evaluated under 2 cover bid system, i.e.

**The Techno-Commercial and Financial / Price Bids shall be submitted simultaneously in two cover (sealed) system and shall be sent by post/courier/hand delivery so as to reach before the prescribed time.**

**The proposals shall be evaluated in two stages: (1) Techno-Commercial and (2) Price / Financial. A minimum qualifying mark is set and only those contractors whose technical proposals score the minimum mark of 75% shall be considered for financial evaluation.**

**Thereafter, financial proposal shall be evaluated. The commercial lowest bidder shall be the first preferred contractor for the award of work.**

- I. The **First sealed cover - COVER I** should be superscribed "**Techno-Commercial Bid**" and should contain Annexures A-F duly accepted, signed by authorised signatory with seal.

The cover shall also contain the following documents:

1. Company profile including previous experience of manpower deployment to government departments, multi-national companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.
2. Acceptance of terms and conditions specified in these tender documents.
3. Demand Draft /Bank Guarantee in lieu for Earnest Money Deposit.
4. Solvency Certificate issued by your banker
5. Deployment pattern of environmental maintenance personnel including the number of Managers/Supervisors and Helpers to be deployed at the site.
6. Work Order copy of a similar single contract worth at least **Rs. 80 lakhs** or two contracts of at least **Rs. 60 lakhs each** or **three contracts of at least Rs. 40 lakhs each** executed or being executed in the last **two financial years**.
7. Copies of valid PAN number issued by the Income-Tax Authority, Registration Certificate of the firm/agency/Company and proof of 5 years' experience in providing Environmental maintenance service in reputed organisations.

**II. The Second sealed cover - COVER II super scribed 'Price Bid' should contain Annexure F, Price Bid (Schedule I) and Annexure G Rate Chart (Schedule II) - rates to be quoted on monthly basis for normal duty of 8 hrs. per day per person.**

- The above mentioned two covers shall be sealed on the outside with wax seal bearing the logo/name of the company submitting the bid.
- These two covers shall be again put into a single wax sealed cover superscribed **“Tender for Providing Environmental Maintenance Services at ICTS Campus”**. This should be addressed to **Administrative Officer, ICTS-TIFR, Shivakote Village, Hessarghatta Hobli, Bangalore North – 560 089**

On the date of tender opening (i.e. on **25 July 2017**), only the Techno-Commercial Bids shall be opened in the presence of attending tenderers. The Techno-Commercial bids shall be evaluated subsequently and only the shortlisted/qualified firms will be called for attending the Price Bid opening. Intimation for attending the price bid opening shall be sent to the short listed firms in advance.

**I. EARNEST MONEY DEPOSIT:** Rs. 2,00,000 (Rupees Two Lakh only) Earnest Money Deposit shall be submitted along with the “Techno-Commercial Bid” in the form of a Demand Draft drawn in favour of “International Centre for Theoretical Sciences” payable at Bangalore and the DD should be from a Commercial bank. Alternatively, a Bank Guarantee from a Commercial bank may be provided (no other mode of payment will be accepted). The Bank Guarantee should be valid for 6 months from the date of opening. Bids not accompanied with Earnest Money Deposit shall be rejected. The EMD amount is liable to be forfeited, if the successful bidder fails to accept the Work Order or withdraws, or amends, impairs or derogates from the tender in any respect

within the period of validity of this tender. The EMD amount of the unsuccessful bidders shall be refunded once the order is released on the successful bidder.

The EMD may be forfeited:

- a. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- b. In case a successful bidder fails to furnish the Performance Bank Guarantee.
- c. If the bidder fails to furnish the acceptance in writing, within 7-days of award of contract / order.

### **Conditions of Tender**

1. Quotations must be submitted giving complete details using enclosed tender papers.
2. The rates quoted shall remain valid for a period of 180 days from the date of opening of Price Bids.
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
4. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote. (Applicable only for the bidders who purchase the document from our office).
5. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
6. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
7. Bids which do not comply with the above conditions will be rejected.
8. The Centre shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any or** all tenders without assigning any reason whatsoever.
9. The Centre reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
11. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a '**No**' or '**NIL**' or '**Not Applicable**' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
12. All the bids and details shall be in the prescribed annexure forms and bear the signature, date, name & designation of the person signing the offer and name and address of the firm. The envelope containing bids shall be superscribed "**Tender for Environmental Maintenance Services of Buildings**" and Reference No. "**ICTS/TIFR/SER/W-15/2017**".
13. The tender form should be filled and sealed so as to reach ICTS latest by **25 July 2017, 15.00 hrs.** The contractor chosen will have to undertake the work within 10 days from the receipt of the Work Order.
14. Bids shall be accompanied by the following, failing which the offers are liable to be rejected:
  - a. License and Registration Certificate issued by Competent Authority

- b. Organization Structure
  - c. List of works on hand/carried out during the last 5 years
  - d. Performance Certificate from the existing clients
  - e. ESI & PF Registration Certificate.
  - f. Annexure B,C,D, F and G duly filled in
  - g. The entire tender document duly countersigned (in token of acceptance of all terms and conditions indicated in the documents)
  - h. Earnest Money Deposit.
  - i. List of past and present major clients along with copy of contract order (Contract above Rs. 40 Lakhs) with the name of concerned officer and his / her contact no. for carrying out site visit
15. All annexures, attachments (if any) to this enquiry shall be read as part and parcel of this enquiry.
  16. Deviation(s) indicated in Annexure E are not automatically accepted; only if such deviation(s) indicated by tenderer has / have been specifically accepted in the Work Order, such deviations are deemed to have been accepted and become part of the agreement.

**TENDER RECEIVED LATE OR AFTER THE DUE DATE WILL NOT BE CONSIDERED. ICTS RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASONS THEREOF.**

### **DEFINITION OF TERMS:**

1. Centre or ICTS means International Centre for Theoretical Sciences, Tata Institute of Fundamental Research, Survey No 151, Shivakote Village, Hessarghatta Hobli, Bangalore North.
2. The words contractor, bidder, firm means the person who quotes against this tender notice.
3. Work Order, Purchase Order or Order shall mean the Work order / contract with associated specifications executed between the Centre and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

### **1. Scope of contract**

- 1.1 The bids should be submitted only in prescribed form enclosed before the due date and time. The following annexures must be filled up fully and properly.
  - a. Annexure – A – Scope of work
  - b. Annexure – B – Profile of experience in Environmental Services
  - c. Annexure – C – Schedule of experience of last 5 years
  - d. Annexure – D – Schedule of Deviations from specifications / conditions

- e. Annexure – E – Statutory obligations
- f. Annexure – F – Price Bid – Schedule I
- g. Annexure – G – Rate chart - Schedule II

The tenderers shall fill in Annexures B, C, D, F and G completely & submit them along with their bids. All details and columns shall be filled & if Annexure E or a particular column(s) or detail(s) in any annexure(s) does/do not apply, it may be indicated by saying why it is not filled (for e.g. 'no deviation', not applicable, not relevant, etc.) – leaving blank columns or a bare hyphenation will disqualify the bidders.

- 1.2 The details of rates and the number of personnel required for carrying out the work shall be indicated by the contractor in the Annexure “F” & “G” only.
- 1.3 Once the Work Order is issued, the contractor will receive instructions from an Officer designated for this purpose (Officer-in-Charge) or his authorized nominee and the contractor hereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.
- 1.4 Addition/ alterations in scope of work: Any alterations or additions to the scope of work will be communicated to the contractor and the contractor shall carry them out. For any reduction / increase in the Scope of work, the increase / decrease in the rates shall be negotiated and finalized simultaneously.

## 2. Quality and scope of services

- 2.1 The contractor shall appoint trained staff who have good character and maintain high standards of turnout, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail reduction from the compensation payable as decided by the Centre. The successful contractor as soon as the agreement is signed, shall submit a list of their workmen / supervisors / others along with copy of appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with copy of appointment order issued to the new appointee / appointees, simultaneously.
- 2.2 It is understood and agreed between both the parties that Centre will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the contractor and he will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
- 2.3 The contractor shall depute such unit manager and supervisor as proposed by him, who shall be available on site to supervise the Contract employees and interact on daily basis with Officer-in-Charge regarding delivering the specified service.
- 2.4 **To carry out environmental maintenance of the centre, the following work force is envisaged.**

Unit manager	- 1 no
Supervisor	- 1 no
Helper/ Cleaners	- 33 nos



This is the minimum manpower requirement to maintain the system. The contractors are required to attend the Pre-Bid meeting compulsorily to clearly understand the requirement and propose the manpower deployment pattern after thoroughly studying the scope of the work. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractor's responsibility to fix the staff deployment pattern and to fulfil the requirements of ICTS.

## 2.5 Experience and qualification of Staff

The experience, qualification of the staff being deployed by the Agency should be:

- a. Unit Manager should have minimum three years' experience in managing housekeeping services in a reputed hotel, large industrial firm, establishment or Institution. Fluency in English, Hindi and local language is essential. One year course in Housekeeping service is desirable.
- b. Supervisor Janitors should have minimum two years' housekeeping experience in a reputed hotel, large industrial canteens, establishment or Institution. Six month course in Housekeeping service is desirable.
- c. Other contract personnel for housekeeping being engaged by the agency should have minimum of one year experience in the respective fields.
- d. The service personnel being engaged by the Agency should be polite, smart and physically sound.

The employed staff should undergo periodical training. The contractor should provide in house training or tie up with professional training centres for regular training of the deputed personnel.

- 2.6 It is understood and agreed that the contractor will be held responsible for any disciplinary matters arising out of their employees and the contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Centre's premises or in connection with the services referred to herein.
- 2.7 The contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorised person in ICTS.
- 2.8 The contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Central Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.
- 2.9 The contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the contractor in fulfilment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "E". It is understood and agreed that the contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees. It is contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 2.10 a) The contract employees should be covered under all statutory requirements like ESI, PF, etc. by the contractor and the contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.

- b)** The contractor shall pay salary and other allowances/benefits as indicated by the contractor in their tender and accepted by ICTS. Such salary shall be not less than the minimum wages.
- c)** If the rates quoted by the contractor and accepted by the Centre includes bonus, charges for overtime, uniform, staff, food, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof for uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for overtime, staff food, miscellaneous, etc., are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, the Centre reserves the right to withhold/recover such portion of the salary/benefits. However, the proof for remittance of PF and ESI and name of such employees from whom the PF & ESI has been deducted shall be submitted along with each running/monthly bill.
- d)** The Centre will have the right to inspect/call for books/registers/documents in relation to all matters referred to, in this tender or agreed later on. The Centre will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Centre due to the contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'E' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Centre along with the monthly bills for the respective months only on submission of proof of remittance and Schedule of Employees covered.
- e)** The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Centre on the 1<sup>st</sup> of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection/books/personnel on demand by ICTS or any Statutory Authority.
- f)** The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at ICTS. This should be done immediately but not later than one month from the date of signing joint agreement.

2.11 It is clearly understood and agreed upon that neither the contractor nor contract employees shall have any claim on employment with the Centre at any point of time and this arrangement is purely between the contractor and the Centre for specific services for the period specified.

2.12 The successful contractor shall indemnify/be deemed to have indemnified the Centre for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Centre against any claim by any authority once the work order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the contractor only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues /amount payable or shall be paid by the Contractor on a demand from ICTS.

2.13 The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favour of ICTS that they would indemnify and keep ICTS indemnified and harmless against any claims, losses, expenses which ICTS may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues



under or by virtue of the said contract have been fully paid and all claims are discharged or till ICTS is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with ICTS's previous consent in writing.

- 2.14 The contractor shall follow all rules as may be existing or may be framed from time to time at ICTS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in ICTS as amended from time to time.

### 3. A. Tenure

- A.1 The contract with the Centre will be initially awarded for a period of 3 months and if the services are found to be satisfactory, the Centre reserves the right to extend the contract by 9 months initially and subsequently for a further period of 24 months (renewable for 12 months at a time) on the same terms and conditions.

### 3. B. Termination

- B.1 Except as provided in Clause B.5 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire security deposit would be forfeited. Any other costs and / or damages incurred by the Centre to maintain the services contracted to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.
- B.2 In case of failure on the part of the Contractor to complete the contract as per the terms of Contract within the specified contract period and if such work is got done by the Centre from any party at a higher rate the Contractor shall be liable to pay the Centre the difference between existing rate and the rate of the new Contract.
- B.3 **Risk Clause:** Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.
- B.4 **Insolvency and breach of contract:** The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:
- (a) If the Contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
  - (b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders

shall be appointed or circumstance shall have arisen which entitle the court debenture holders to appoint a receiver or manager, or

- (c) If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre provided also that the contractor shall be liable to pay the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
- (d) In the event of inadequate or unsatisfactory performance of duties by the contractor, the Centre shall have the right to bring to the notice of the Contractor the default (s) on their part and the contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

B.5 Notwithstanding any other clause herein, if there is any act or omission by the contractor or the contract employees which jeopardizes the safety / security of the Centre including, but not limited to:

- a) Theft or pilferage of property of ICTS
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of ICTS -

the contract would be terminated without any notice. Further, the contractor would be levied penalties, as appropriate by the deemed authority. The decision of the Centre Director shall be final in such matters.

## **B.6 Penalty**

The contractor shall pay any claim made by the Centre for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Centre shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the contractor. If the Security Deposit or outstanding bills of the contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the contractor against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the contractor shall pay up all such claims if a demand is made by ICTS.

1. Deduction on account of unsatisfactory services will be made from the monthly bill. The recovery will be decided by the designated Officer - in Charge. The methodology for deduction will be as under:
  - a) In case of shortage of manpower, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly bill of the contractor. Further each occurrence of absenteeism in excess of 20% per day for 3 continuous days, will entail a penalty of 1.5% in the administrative charges charged by the agency, subject to a maximum of 30%.
  - b) For various lapses, the quantum of penalty shall be as follows:

- i. Non-compliance of environment friendly waste disposal methods. Rs.100.00 per instance
- ii. Agency's employees not in uniform / untidy uniform Rs.500.00/day/Person
- iii. The penalty for unsatisfactory and substandard service or lapse of service: Rs.500/- per complaint
- iv. In the event of appeal, the decision of Director, ICTS Bangalore shall be final and binding upon the Agency.

### **3.C Damages and Losses**

All the equipment and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by ICTS. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stocktaking, the amount shall be recovered from the dues/bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make themselves available, the stock taking shall be conducted in their absence, which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of either party, ICTS will replenish the same, as per obligation mentioned above.

### **3.D. Complaints**

The contractor shall keep a suggestion box to be provided by ICTS to record any suggestion/complaints on performance of services, by the guest and produce to ICTS or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their recurrence. The contractor shall attend to all the complaints and address them as early as possible to the satisfaction of ICTS. The contractor will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with Administrative Officer- Services.

### **3.E. Misbehaviour of Employees**

The employees of the contractor shall maintain strict discipline and not use any violent, abusive or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehaviour, ICTS has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct, expected of them, while working in an institution of national importance. Nothing prevents ICTS to advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal.

The selected agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first incident. Subsequent occurrence of such incidents will entail termination of the contract without any notice.

Any personnel deployed by the agency, who refuses work or creates indiscipline would have to be immediately replaced with the consent of the Administrative officer. ICTS reserves the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. ICTS will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.

In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the contractor will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

### **3.F. Breakage**

All damages/breakage to the equipment/inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of ICTS.

### **3.G. Replacement**

Replacement of articles (viz. linens, crockery, cutlery, consumable items/inventory etc.), which have been lost will be done after proper assessment by the competent authority and as per decision/mutual discussion and shall be borne by the contractor.

## **4. Payment Terms:**

4.1 The contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the contractor shall only be for actual salary and other benefits paid by the contractor for the number of employees deployed as per contract with ICTS. If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between ICTS and the contractor. Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to ICTS. If after receipt of payment, the contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the contractor shall immediately refund all such amounts to ICTS with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

**Payment in respect of ESI, PF and other statutory payments shall be made / reimbursed by the Centre only on submission of proof of payment and Schedule of Employees covered for such benefits.**

**4.1.1 Contractor's monthly claim/bill shall contain the following 12 elements only :**

**Part I**

- a. Basic + VDA
- b. PF
- c. ESI
- d. Uniform + washing charges of uniform supplied
- e. Monthly Administration charges
- f. Others (if any)

**Part II**

- a. Material Cost
- b. Transportation cost
- c. ELI/Group Insurance
- d. EL for the employees
- e. Bonus
- f. Taxes if any (The centre is exempted from paying Service Tax)

PF, ESI and ELI will be reimbursed to the contractor only on production of registration No. / ESI card/payment of ELI premium.

The minimum wages as on 1<sup>st</sup> April 2017 vide order No. F.No.1/13(6) 2017-LS-II dated 20/04/2017, Ministry of Labour & Employment, Office of Chief Labour Commissioner (C) New Delhi. The Specified minimum wages (Basic + VDA) for:

<b>Unit Manager</b>	–	<b>Rs.710/-</b>
<b>Supervisor</b>	–	<b>Rs.653/-</b>
<b>Helpers</b>	–	<b>Rs.536/-</b>

- 4.1.2 Earned Leave:** Leave with wages shall be provided at the rate of 15 days per annum per person (calculated @ 1 EL for every 20 working days). The balance leave available to the credit of the employees at the end of the contract would be paid as leave encashment to them. The expenditure in this regard shall be reimbursed to the contractor on submission of the proof of payment
- 4.1.3 Uniform and washing charges :** The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniform have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the Centre reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the Contractor.
- 4.1.4 Bonus :** Bonus shall be payable by the contractor to his contract employees once in a year before Dussehra/Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% subject to maximum of **Rs.7000.00** per annum (the ceiling for calculation purpose from the salary or Wage of **Rs.7500.00** per month) as per Section 12 of Bonus Act. The eligibility limit for payment of Bonus from the Salary or Wage of Rs. 21000/- per month as per Section 2 (13) of Bonus Act, 1965
- 4.2** The monthly running bill of the contractor will become payable at the end of each month on submission of a monthly claim to the Accounts Officer, and on due certification by the Officer-in-Charge of satisfactory services against the claim. The contractor payment will be released only after you disburse the salary to your contract employees as per Clause No. 4.5 every month.
- 4.3** The Officer-in-Charge / Accounts Officer is authorized to deduct any amounts as determined by the Centre Director from the amounts due to the contractor for any deficiency in services, provided by the contractor.
- 4.4** Payment of contractor's bill shall normally be made within 15 days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 4.5** Payments to the contract employees shall be disbursed by the 7<sup>th</sup> of the succeeding month in the presence of the Account Officer, or any authorized officer of ICTS. If 7<sup>th</sup> happens to be a holiday, payments shall be made the previous working day. The Contractor shall notify all his employees / workers of this date in their appointment order, and follow this very strictly, whether the Centre has paid the contractor's bill or not. The payment of salary and all other



benefits such as bonus and overtime to the contract employees shall be disbursed in the presence of Accounts Officer or any authorized officer of ICTS.

- 4.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

- 4.7 **Security Deposit:** A security deposit @ 10% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract, failing which the entire amount shall be recovered in the first 4 months' running bill. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period.

The security deposit is refundable after expiry of the agreement subject, to (a) any claims on the contractor, (b) after the contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Centre reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Centre shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Centre Director, whose decision shall be final on account of any act or omission in the contract, by the contractor.

- 4.8 **It is important for the Contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 3 years from the date of issuance of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties/levies and such claim/s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.**

5. **Suggestions register:** The contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to the authorized person at the Centre for inspection and supervision at all times.

6. External supervisor of the contractor will visit ICTS office premises regularly to ascertain the upkeep of the buildings. The environment maintenance workmen shall come in clean uniforms, shoes and with identity cards.

## **7. Safety, Security and Insurance**

- 7.1 The contractor shall follow all security rules of the Centre and instructions received from time to time regarding issue of identity cards, material movement, etc.

- 7.2 During the tenure of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage to construction works, plant & machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director will be final & will be binding on both parties.

- 7.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers, where applicable, to the Centre.

## **8. Miscellaneous**

- 8.1 The work mentioned in the schedule is only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of agreement.
- 8.2 The contractor shall meet the designated Officer of the Centre every day to receive the details of issues / complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.
- 8.3 The employees/ workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'. If such experienced hands are not available, either because the service is extremely specialized and only in house training is possible, at least a certain percentage of employees/workers shall be experienced / trained who shall be able to impart training / expertise to others.
- 8.4 The contractor shall provide the name and details of his personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless ICTS has asked for it or without advance approval of ICTS.
- 8.5 The contractor shall ensure that no contract employees or anyone from his side use ICTS transport to come to the work spot or return. The Contractor shall use emergency services like medical help and emergency vehicles of ICTS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury / death and or loss / damage will fully rest with the contractor.
- 8.6 At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shift shall be penalized including termination of the contract. All the posts should be filled at any given point of time. No post should be kept vacant due to absenteeism. Payment shall however be restricted to actual number of people as physically deployed in each month.
- 8.7 The tenderer must indicate the deviation in Annexure – D, with reasons thereof and only if such deviation (s) is/are part of the work order issued by ICTS, will the deviation (s) become part of the agreement.

**9. Dispute and resolution** : Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Centre Director or his nominees and the contractor shall have no right to object to the appointment of the Director or his nominee as the sole arbitrator. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore and no other place. The provisions of the Arbitration and Conciliation act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

**10. Primacy of Documents**

The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents, the statement in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexure thereof, i.e. tender documents and annexures have least primary, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the contractor.

**11. Amendments to Work Order / agreement:**

Any amendment to the Work Order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorised personnel of both parties.

12. All the requirements meant for environment maintenance including manpower and cleaning materials will be provided by the contractor. The list of materials required for cleaning to be provided by the contractor is enclosed at Annexure "A" (Part II). Any other material apart from those listed in Annexure "A" (Part II) will be provided by ICTS. Details for cleaning are as mentioned in Annexure "A"(Part I).
13. The environment maintenance supervisor shall go on checks every one hour at the following places:
  - (a) Toilets (b) Common areas (c) Staircases (d) Corridors (e) Library (f) Reception
  - (g) Conference rooms, etc. to take immediate action if anything is out of place or needs cleaning.
 He shall also visit housing areas at least twice in a day to ensure that the common areas and the guest rooms there are cleaned.
14. Toilets should be checked very frequently on all days for cleanliness and availability of toilet rolls.
15. Once in every two months, the environment maintenance supervisor with the prior approval of Administrative Officer will clean the anti-glare screens with special cleaning materials.

16. The environment maintenance supervisor will check if the furniture are properly placed near the workplaces, conference rooms, lounges, reception, library, canteen, etc.
17. The environment maintenance supervisor shall be pro-active in issues like water shortage, plumbing, etc. He should immediately report to the Administrative Officer on such issues.
18. Office cleaning in the mornings should be completed before 0900 hours in the mornings.
19. The reception area, lounges and canteen should be spic and span at all times.
20. All cleaning work should be done very carefully in both offices and laboratories. No equipment/materials shall be disturbed during the cleaning process.
21. Dustbins shall be thoroughly cleaned every day and the garbage shall be disposed off at the appropriate place identified for this purpose.
22. The cleaning materials shall be stored at the place identified and the storage and security of these materials is purely the responsibility of the Contractor.
23. Cleaning materials as indicated below should be supplied at contractor's cost at least one day before beginning of each calendar month. Your DC (indicating items and quantity brought) should be duly stamped by our Security Department:
  - a. The consumables like tissue paper, liquid soap, urinal cubes/cakes, etc. have to be provided and replenished on a daily basis in the following areas: washrooms in Academic Block, Hostel Blocks, washrooms in seminar buildings, toilets in other common areas like utility building-cum-engineering office-cum-stores, Day Care Centre, Health Centre, Sports Complex, facility for day workers & canteen.
24. The contractor shall post adequate personnel as required for carrying out this work from morning 7.30 hrs to evening 20.00 hrs. The number and their timings shall be reviewed and these shall be regulated by ICTS as required. The full subject of personnel will work on Saturdays and other holidays except on January 26, August 15, October 2, Sankranti, Ganesh Chaturthi, Ugadi, Dussera Pooja and Deepavali. However, on these days also, there shall be a minimum number of people as directed by the Officer - in – charge, available from 8 a.m. to 11.30 a.m.

In addition to the above work indicated, the contractor shall attend to the following jobs as well:

- a. As and when necessary, the cleaning (sweeping and mopping) should be done in the common areas as indicated in the Annexure “A”.

- b. To remove such of the stains which cannot be removed with detergents from glazed tiles, ceramic fittings and kota stone flooring.
- c. Suitable detergents should be used to remove grease and oil in the pantry and other places at least once a week.
- d. The contractor shall clean the floor traps in toilets twice a month.
- e. Services like filling soap solution to the liquid soap dispenser, paper napkin dispenser, keeping towels over towel rails and fixing toilet paper for toilet paper holders, etc. should be done every morning and as frequently as required.
- f. All the garbage generated has to be collected and dumped at an appropriate place identified for such purposes.
- g. All the glass surfaces have to be cleaned regularly, at least once a week in normal times and more often when necessary.
- h. The contractor shall perform the environment maintenance job to the satisfaction of ICTS. If the job is not done properly, then the contractor may be asked to redo the job again.

**For and on behalf of International Centre for Theoretical Sciences**

**Administrative Officer**

**ANNEXURE – A – SCOPE OF WORK ( PART- I)**

Particulars of services	Frequency of services
<b>1. CLEANING THE TOILETS</b> All the toilets in the office will be thoroughly washed and dried every day with approved detergent, disinfectant and such other materials. Contractor will be responsible to place appropriate deodorants, refill liquid soap containers, replace soap cakes, place the tissue papers etc. as required.	Minimum 4 times a day and more frequently as and when required
<b>2. COBWEBS/CLEANING THE WALLS</b> All the cobwebs in the entire office area including stairway need to be regularly removed and all the walls need to be dusted to remove the accumulated dust, if any. All the laminated partitions and walls need to be cleaned with a damp cloth and detergents, as required	Once in a week
<b>3. VENETIAN BLINDS</b> All the venetian blinds in the office need to be dusted	Once in a month
<b>4. PHOTOGRAPHS, CLOCKS, MURALS, etc.</b> All the photo frames, wall clocks, murals etc. fixed on the walls need to be cleaned by using appropriate methods.	Once in a month
<b>5. GLASS PANELS, WINDOWS, etc.</b> All the glass panels, glass windows, etc. need to be cleaned with detergent and damp cloth, to ensure that these are dust and stain free	Once in a fortnight (inside glasses and frames on everyday)
<b>6. MATS/ CARPETS / UPHOLSTERY</b> a. All the carpets and furniture with upholstery need to be cleaned thoroughly. b. All the mats/carpets should be cleaned with a brush / vacuum cleaner and upholstered furniture brushed / dusted	Once in a month  Once in a fortnight
<b>7. TAG BOARDS</b> All the tag boards/notice boards & chalk boards fixed in the office and common area once a day should be cleaned appropriately.	As required
<b>8. OFFICE FLOORS AND STAIRWAYS</b> These should be swept and swabbed regularly as per the need.	Once in a day and more frequently as required
<b>9. FURNITURE, OFFICE EQUIPMENT, INSTRUMENTS</b> All the furniture items, including cupboards, office equipment and service equipment be dusted and as per the need cleaned with a damp cloth	Once a day
<b>10. DUST BINS / ASH TRAYS /WASTE BINS ETC.</b> These should be cleaned and garbage from the office be disposed off at the appropriate places	Once a day



11. TELEPHONE INSTRUMENTS These should be dusted and cleaned with a damp cloth	Once a day
12. SHELVES INSIDE THE CUPBOARDS AND OPEN RACKS All the shelves should be dusted and wiped with a damp cloth regularly	Once in a month
13. The large machine cut polished & unpolished areas of canteen first floor, staircases located outside the canteen, main portico of the academic block and admin block, the areas shall be cleaned at required level that it is free from the marks of oil, stain, etc.	Once in 15 days

### **ANNEXURE “A” (PART II)**

List of materials required for cleaning (to be procured by the Contractor at his cost)

Sl. No.	List of materials
1	Dry Mop
2	Wet Mop
3	Soap solution
4	Phenol (concentrated) or any other substitute
5	Cleaning powder of good quality
6	Urinal cubes / cakes
7	Kleenex 1 and Kleenex 2 or equivalent
8	Naphthalene balls/ cakes
9	Scent (bottle)
10	Bombay brooms
11	Coconut broom for cleaning
12	Sponge
13	Cotton cloth (thread) for glass cleaning / floor cleaning / other use
14	Air freshener cakes
15	Toilet brush
16	Emery paper
17	Scrubber
18	Tissue paper (100 gms roll) for 30 toilets
19	Plastic buckets (28 lt. Capacity)
20	Plastic mug
21	Mopping stick
22	Cobweb stick with brooms
23	Hand gloves
24	Safety belts while using ladder
25	Glass cleaning equipment and liquid

**The quality and make shall be as approved by ICTS.**

1. The garbage from all the areas mentioned above shall be removed and sorted daily. The collected garbage has to be kept at the respective garbage collection bin post segregation at ICTS campus.
2. ICTS reserves the right to increase, decrease the area in the scope of the work.
3. All specified columns in the rate chart should be filled, incomplete forms will be rejected.

\* Sweeping and mopping twice in the common corridors of office, seminar block, faculty housing, canteen, child care, medical centre and recreation centre.

\*\* Cleaning of toilets 4 times in office and canteen area, medical centre, child care centre. All other toilets are to be cleaned twice in day.

Ref: ICTS/TIFR/SER/W-15/2017

Tender Notice No. 018/JUN/2017

**ANNEXURE – B**  
**PROFILE OF EXPERIENCE IN ENVIRONMENTAL MAINTENANCE SERVICES**  
 (PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

1. Name and status of the :  
Proprietor / Director / Partner
2. Qualification :
3. Average age of the workmen :
4. Experience in : Government / Public Sector / Research  
Institute Private Institution
  - a. Do you have experience of running a :  
system similar put to tender. If yes,  
please give details
5. a. Do you have a control room which :  
is open round the clock. If yes what  
is the Name, phone No./Mobile No.  
& the level of person manning it
  - b. In case of a sudden accident, fire or any :  
emergency, what support in terms of  
resources your organization can provide ?
6. Have you provided All Risk Policy, :  
Employees Liability Insurance, etc. in any  
of your contracts? If yes, give details.
7. If you think you have expertise in the work put :  
to tender, please give a brief write up on that.
8. Any other information :
- Signature :
- Name :
- Designation :
- Name & Address of the company with seal :
- Date :

## **ANNEXURE – C**

### **SCHEDULE OF EXPERIENCE OF LAST FIVE YEARS**

Please furnish list of firms/offices where you have undertaken similar jobs: (Please use additional sheets, if necessary):

Sl. No.	Name of the company with full address	Period		Contact person & phone Nos.
		From	To	
Signature				
Name				
Designation				
Name of the company				
Date				
Seal of the company				

## **ANNEXURE – D**

### **SCHEDULE OF DEVIATIONS FROM SPECIFICATIONS/CONDITIONS**

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specification of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	

## **ANNEXURE- E**

### **STATUTORY OBLIGATIONS:**

The selected contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules / changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify / is deemed to have indemnified ICTS against all such liabilities which are likely to arise out of the contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all contractors to cover all their employees / workmen cover by this tender with these cover / benefits.

#### **1. The Contract Labour (Abolition & Regulations Act, 1970):**

The selected contractor shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

#### **2. Payment of Wages Act:**

It is necessary that the contractor's employees are paid their wages payable for one month of working by 7<sup>th</sup> of the succeeding calendar month.

The contractor will receive payment from us only after you have disbursed in full the wages payable to his employees. The wages shall be distributed in our premises and one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report.

#### **3. Provident Fund Act:**

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be from contribution from the successful bidder, proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

#### **4. Employees State Insurance Scheme:**

The successful bidder shall cover all your employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.



**5. Minimum Wages Act (Central), 1948:**

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between ICTS and the contractor.

**6. Workmen's Compensation (ELI):**

All employees/ workers shall be covered for injury / depth under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the Contractor to cover all employed by the Contractor in ICTS. ELI premia is of the order of 3% on salary + DA subject to a maximum salary of Rs.4,000.00

**7. Payment of Bonus Act, 1965:**

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year. Bonus shall be paid every year one week before Diwali.

**8. Karnataka Labour Welfare Fund Act, 1965.**

**9. General :**

Contribution towards PF, ESI & ELI shall be paid to the Contractor only in succeeding months on submission of proof of having paid the premia / subscription. Premia towards ELI shall be paid to the contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/ contribution / subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the contractor shall promptly inform ICTS, which will suggest ways and means to put such unpaid amounts to proper use.

### **INFORMATION TO TENDERERS**

The Tender shall be evaluated under 2 (Two) Bid System

1. Techno-Commercial Bid
2. Financial Bid

**Technical Evaluation shall comprise of**

<b>TECHNICAL EVALUATION CRITERIA WITH MARKS</b>			
<b>Sl No.</b>	<b>Technical Requirement</b>	<b>Min Marks</b>	<b>Max Marks</b>
1	Company Profile and Organization Structure	5	10
2	5 years' Essential experience in providing Environment maintenance Services in a reputed Organization. (pl. enclose documentary evidence) (more Work Experience will carry more weightage pro rata)	15	20
3	List of Works on hand (Enclose copy of the Work Orders of similar works) (higher value of Work done will carry more weightage pro rata)	15	20
4	Performance Certificate from the existing clients should be on or after 01/01/2016	15	20
5	Proposed staff as per tender	10	15
6	Experience in case of an accident, fire or any emergency: What support in terms of resources your organization can provide?	10	15
	<b>TOTAL</b>	<b>70</b>	<b>100</b>

Signature, Name, Address and

Seal of the proprietor / Managing Partner etc.

Name:

Seal of the Company:

Designation:

Signature:

Date:

**ANNEXURE – F**  
**PRICE BID (Schedule I)**

1. Name of the firm along with :  
Registration No.
2. PF Registration No. :  
ESI Registration No.  
(copies to be enclosed)
3. Registered address of the firm :
4. Status of the firm (tick what is : (Co-operative, Proprietary, Partnership, Private  
relevant) Limited Co., etc.,)
5. No. of employees proposed to be deployed  
for running the contract  
(a) For estimated quantities as in Annex-A.  
(i) Unit Manager :  
(ii) Supervisor :  
(iii) Helper :
6. Monthly salary & other Contributions payable to each worker / employee under:

The minimum wages indicated at SI No. 1 is as applicable on 1<sup>st</sup> April 2017 vide order No. F.No.1/13(6) 2017-LS-II dated 20/04/2017, Ministry of Labour & Employment, Office of Chief Labour Commissioner (C) New Delhi. The specified minimum wages (Basic + VDA) for:

<b>Unit Manager</b>	–	<b>Rs.710/-</b>
<b>Supervisor</b>	–	<b>Rs.653/-</b>
<b>Helpers</b>	–	<b>Rs.536/-</b>

7. The percentage of salary (S. No. 1 in Table -B below) to be paid by the Contractor for various statutory benefits are listed below indicating percentages to be paid by the Contractor, the part to be collected from the employee, and total.

**TABLE A**

<i>Sl.No</i>	<i>Statutory Benefits</i>	<i>% to be collected from employee</i>	<i>% to be paid by the Contractor</i>	<i>Total %</i>
1	PF	As per the statutory law in force		
2	ESI	As per the statutory law in force		
3	Bonus	-	8.33 *	8.33 *
4	ELI (Workmen's Comp.) /Group Insurance	As per the statutory law in force		

\*Subject to maximum of Rs. 7000.00 per annum, for wages upto Rs. 21000 pm

8. Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure – A):

**TABLE – B**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit Manager</b>	<b>Supervisor</b>	<b>Helper</b>
1	Salary (Basic + VDA + Others)	(710.00*26) 18460.00	(653.00*26) 16978.00	(536.00*26) 13936.00
2	PF @ 13.16% (employer's contribution)			
3	ESI @ 4.75% (employer's contribution)			
4	Uniform	Rs.600.00	Rs.600.00	Rs.600.00
5	Washing charges	Rs.100.00	Rs.100.00	Rs.100.00
6	Sub Total (1+2+3+4+5)			
7	Consolidated Monthly Service/ Administrative Charges/ Contractor's Margin (to be quoted as percentage of Sl. No. 6) (Pl mention both as % and amount)	%	%	%
		Rs.	Rs.	Rs.
8	Any other (specify)			
9	No. of employees proposed			
	<b>TOTAL (Rs.)</b>			
	<b>Total (Rs.)</b>			

The minimum wage indicated at Sl No.1 is as applicable on 1<sup>st</sup> April 2017 vide order No. F.No.1/13(6) 2017-LS-II dated 20/04/2017, Ministry of Labour & Employment, Office of Chief Labour Commissioner (C) New Delhi. The specified minimum wages (Basic + VDA) for:

<b>Unit Manager</b>	–	<b>Rs.710/-</b>
<b>Supervisor</b>	–	<b>Rs.653/-</b>
<b>Helpers</b>	–	<b>Rs.536/-</b>

**Note :** The Centre administration has decided to prescribe a minimum percentage of consolidated monthly service/administrative charges/ Contractor's margin to the agencies for providing service. The minimum prescribed percentage will be kept in a sealed cover and will be opened just before the opening of the financial bids. The commercial quotes below the prescribed minimum administrative charges will be declared as not qualified and their commercial bid will be rejected.

Total Monthly Rate in respect of the following:- Rate for one man day under each category

<i>Sl. No.</i>	<i>Description</i>	<i>Requirement of manpower as estimated by the bidder</i>	<i>Salary per man day</i>	<i>Rate per month in Rs.</i>
a	Unit Manager			
b	Supervisor			
c	Helper			

**TABLE – C**

<b>Sl. No.</b>	<b>Description</b>	<b>Amount</b>
1	Material Charges (enclose detailed break-up)	
2	Transportation Charges	
3	EL	
4	ELI (Workmens' compensation)/ Group Insurance	
5	Bonus	
	<b>TOTAL (Rs.)</b>	

**TABLE – D**

Sl. No.	Description	Amount
1	Total of Table B	
2	Total of Table C	
	<b>Sub Total (Rs.)</b>	
	Taxes, duties, levies, etc. if any applicable (pl. provide break up details)	
	<b>Grand Total (Rs)</b>	

**Per month**

**Per Annum**

- *Specify designation and experience in the field with level for each column*
- *Please specify and attach separate sheets, if necessary.*
- *All efforts have been made to indicate our requirement. However it is the responsibility of the contractor to fulfil the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.*
- *In order that the bidders have a clear idea, it is important that the prospective contractors visit ICTS to see the area and work and have discussions before submitting the bids.*

All amounts in Table – B to be indicated in figures. In the event of any discrepancy/erasures only the lowest figure will be considered. The Contractor shall quote monthly service/ administrative charges/ Contractor's margin as a percentage of minimum wages as per Sl. No. 1. Uniform and Washing charges are Rs. 600 + 100 per month. The Contractor shall supply 2 sets of stitched uniform with one pair shoes within a month of award of contract and fresh two sets will be issued if the contract is renewed beyond one year by the 13<sup>th</sup> month if renewed for 2<sup>nd</sup> year.

The monthly and periodical premium/subscription on all the above shall be paid by the Contractor and the quantum to be paid by the employee shall be collected from each employee by the Contractor or deducted from their salary.

The statutory benefits, uniforms, etc. listed above are comprehensive. It is incumbent on the contractors to include any statutory or safety precautions, benefits, etc. as prevailing under various statutes.

Signature, Name, Address and

Seal of the proprietor / Managing Partner etc.

Name :

Seal of the Company :

Designation :

Date:



## ANNEXURE G

### Commercial Bid for Other Items (Optional but Mandatory to quote)

Format to be filled up by the Agency

Sl. No.	Description	Unit Rate	Total Amount
1	Cleaning Equipment rental charges		
	1. _____	Rs. _____	Rs. _____
	2. _____	Rs. _____	Rs. _____
	3. _____	Rs. _____	Rs. _____
	4. _____	Rs. _____	Rs. _____
	5. _____	Rs. _____	Rs. _____
2	Cleaning Material (required for cleaning equipment) *		
	1. _____	Rs. _____	Rs. _____
	2. _____	Rs. _____	Rs. _____
	3. _____	Rs. _____	Rs. _____
	4. _____	Rs. _____	Rs. _____
	5. _____	Rs. _____	Rs. _____
	Total of Sl. No. 1		
	Total of Sl. No. 2		
	<b>Grand Total</b>		

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\* Provide list of cleaning material, brand, and unit rate, quantity required for one month, total cost, equipment needed for cleaning and its rental cost. (Please add a separate sheet if necessary).

Signature of the Authorized Person

Date.....

Full Name.....

Place.....

Company Seal.....