

NIT- 09/2023

TENDER DOCUMENT

FOR

Providing Housekeeping Services

AT

INTERNATIONAL CENTRE FOR GENETIC ENGINEERING & BIOTECHNOLOGY (ICGEB)

Aruna Asaf Ali Marg, New Delhi – 110067

Website: www.icgeb.res.in

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TENDER NOTICE

INTRODUCTORY NOTE:

ICGEB is an international organization dedicated to advanced research and training in molecular biology and biotechnology, with special regard to the need of the developing world. ICGEB, New Delhi Component has been given privileges and immunities as for other UN Organizations in India vide Government of India's gazette notification no. 216, SO 403(E) dated 12 April 1988.

ICGEB invites sealed Bids to meet the immediate requirement for Housekeeping Services in the ICGEB Campus within short time span, from contractors who possess adequate resources and trained/skilled manpower to carry out the said work.

ICGEB invites sealed Bids to meet the immediate requirement for Providing Housekeeping Services Interested & competent firm/individual may download the Bid documents from ICGEB website

IMPORTANT INFORMATION

Name of Work	Providing Housekeeping Services
Tender No.	NIT- 09/2023
Earnest Money Deposit (EMD) & Tender Fee	EMD of Rs. 1,20,000/-(Rupees One Lakh Twenty Thousand only) & Tender Fee of Rs 2,000/-(Two thousand only) in the form of separate demand draft to be drawn in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi.
Distribution of Tender Document	can be downloaded from the website of the ICGEB http://www.icgeb.res.in/ndinfo.htm
Pre-Bid Meeting	20 th June, 2023 at 4:15 PM
Last Date and time for Bid Submission	28 th June, 2023 till 3:00 PM
Address at which Bid is to be submitted	Should be dropped in the tender box at the reception of International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067.
Date, Time & Place of opening of the Technical Bid	28 th June, 2023 at 4:00 PM, ICGEB.
Date, Time & Place of opening of the Financial Bid	Technically qualified bidders will be called for financial bid.
Method of selection	The interested Firms/Individuals will be required to submit the Technical and Financial proposals separately. The Financial Proposals of the Firms/Individuals that qualify the Technical Evaluation will be considered. Further, the Firm/Individual having the least quote (L1) in its financial proposal will be awarded the contract.

MINIMUM ELIGIBILITY CRITERIA

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their official letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

1. The bidder should have an office in Delhi / NCR.
2. Earnest Money Deposit and tender fee
3. The Bidder should have at least 7 years work experience immediately preceding the date of tender in providing Maintenance services (24-hour basis) in International / National Institutions, Research Laboratories/Centres etc., of similar nature.
4. The Bidder should have an average annual turnover of not less than Rs. 1,20,00,000/- (Rupees One Crore Twenty lakhs only) per annum for the last three audited years (FY 2019-20, 2020-21, 2021-22) in similar kind of work with documentary evidence. Copies of the work orders and completion certificates successfully executed for similar kind of work like or the same during the last 7 years for reputed Public Ltd. Companies, Public sector, Govt. Institutions and autonomous bodies in the following manner.
 - A). One similar work of value not less than Rs 48.00 Lakhs per annum.
 - B). Two similar works, each of value not less than Rs. 30.00 Lakhs each per annum.
 - C). Three Similar works each of value not less than Rs 24.00 Lakhs each per annum.
5. The bidder should obtain a valid **GST, ESI & EPF** registration certificates from relevant authorities (provide latest receipts/challans for documentary evidence).
6. The bidder should submit PAN number with documentary evidence.
7. All the bidders shall have to produce documentary evidence for the satisfactory completion of similar works as mentioned above executed by them from the concerned authorities.
8. The Company / Firm / Individual, any Partners of the firm should not be black listed by any PSU or Government departments/ UN or its agencies/ institutions/ private organisations in respect of any assignments or behaviour of any Partner/ employee. The firm / Individual will provide an undertaking that such Partner/ employee will not be involved in the said contract, directly or indirectly.
9. An undertaking should be submitted that there are no legal suits / criminal cases pending against the Firm and its Proprietor/Partners or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.

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GENERAL TERMS AND CONDITION FOR SUBMISSION OF BIDS

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. PRE-BID MEETING & QUERY:

- a. The Prospective Bidder or its official representative will be free to attend the pre-bid meeting.
- b. Bidders may confirm their participation in advance.
- c. The purpose of the meeting is to provide Bidders information regarding the Tender, and opportunity to seek clarifications regarding any aspect of the Tender Document and the assignment. However, the ICGEB reserves the right to hold or re-schedule the Pre-Bid meeting.
- d. ICGEB may make modifications to the Tender Document if felt necessary as a result of Pre-bid meeting. All such modifications made to the Tender Document by ICGEB will be issued as a corrigendum to the Tender, which will appear only of the ICGEB website.
- e. Any such modifications resulting out of the Pre-bid meeting will be circulated to the Bidders through websites <https://www.icgeb.res.in> or by email.
- f. ICGEB will not be responsible for non-receipt of corrigendum/modifications published/sent by ICGEB to the Bidder.

2. PREPARATION AND SUBMISSION OF THE BID DOCUMENT:

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications stated in the Bid Documents. Failure to furnish all information required in the Bid Document or submission of a Bid not substantially responding to the Bid Documents in every respect will be at the Bidder's risk and may result in the rejection of the Bid. The following sections of the Bid Documents must be completed and submitted by the Bidder:

3. TECHNICAL BID: should contain the following

- a. Technical Bid Form. (Annexure-A)
- b. Certificate of registration (GST, PAN).
- c. Documentary evidence for minimum qualifying criteria.
- d. EMD DD of Rs. 1,20,000/- and Tender Fee Rs. 2,000/-.
- e. Turnover certificates of last 3 years (Annexure – B).
- f. Declaration by the Tenderer (Annexure – C)
- g. Details of other organisation for similar works(Annexure D)
- h. Undertakings / declaration for not being blacklisted (Annexure – E)
- i. Site Visit certificate(Annexure F)
- j. Complete Tender document (except price bid) duly signed and stamped on each page as a token of acceptance

Note: All the Annexures should be filled properly and neatly.

4. FINANCIAL / PRICE BID:

In this bid the bidder is required to quote his items rates/prices for the works mentioned in the scope of work & technical specifications. The rates/price should be inclusive of all material cost, labour, services, charges for the plant/machinery/tools & tackles required for work, freight, Insurance, Govt. duties, excluding GST. If the tax rates are not shown separately, it will be deemed to be included in the quoted price and dealt with, accordingly.

Quoted rates will be deemed to cover all the items & works which may be required for completeness and functioning of total system, even though they may not have been explicitly mentioned in the scope and schedule of works.

No charges towards price escalation, site difficulties shall be payable extra or separately. It is mandatory on bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure to adhere to this condition will lead to rejection of tender.

5. EARNEST MONEY DEPOSIT AND TENDER FEE :

Earnest money deposit amount equivalent to 1,20,000/- & Tender Fee of 2,000/- in the form of DD issued by any Commercial Bank in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi must accompany the Technical Bid. The E.M.D. of successful bidder shall be released after submission of performance guarantee by him. Bids not accompanied by E.M.D and tender fee shall be rejected. E.M.D. of unsuccessful Bidders will be returned as early as possible. The E.M.D. shall be forfeited if a Bidder withdraws its Bid during the period of validity of the tender.

6. The earnest money of the successful bidder shall be refunded only against the submission of the Security Deposit.

7. **PERIOD OF VALIDITY.** Bids shall remain valid for **180 days** after last date for bid submission prescribed by ICGEB which may be extended with mutually agreed terms. A bid valid for a shorter period may be rejected by ICGEB as non-responsive.

8. SITE VISIT:

Interested Bidders may visit the ICGEB Campus before submission of the bid. For site visit, please contact Mr. Naresh Chand Dabral Component In-charge, Tel: 26741358, 26742357, Email ID: ncdabral@icgeb.res.in on any working day (Monday to Friday) between 10:00 to 17:00 hours.

9. **SITE CONDITION:** Before quoting, the contractor must visit the site to inspect the work and shall fully acquaint himself about the conditions and scope of work with regard to accessibility of site required for the satisfactory execution of work. Along with site visit certificate No compensation on account of any site difficulties will be entertained, at a later date, after award of the works.

10. **Tender Rejection:** ICGEB Director reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the centre in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, ICGEB reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.

11. FORMAT AND PREPARATION OF THE BID:

The Bidder shall prepare the Technical Bid and Financial Bid and place them in two separate sealed covers, clearly marking each as “Technical Bid” and “Financial Bid”. Name of firm / proprietor, NIT no, address & contact no. should be mentioned clearly on both the envelopes. These should further be placed in a large size envelope with the same information on it. Both Technical & Financial Bids, along with documents required to be submitted, shall be signed by the Bidder and a person duly authorized by the Bidder to, on each page. Written power of attorney accompanying the Bid shall indicate necessary authorization. Any correction in the Bid shall be initiated by the person signing the Bid.

If the cover containing the Bid documents is not sealed and marked as instructed above, no responsibility will be assumed for any misplacement of the Bid or beforetime opening of the envelope.

12. IMPORTANT NOTE:

1. Bid received through email and/or after the scheduled date and time will not be accepted.
2. ICGEB reserves the right to accept any or reject all the tenders without assigning any reason thereof.
3. Selection will be done on competitive basis. Canvassing in any manner shall lead to disqualification of the Firm / Individual.
4. All entries in the Application form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
5. No deviations in respect of NIT conditions are acceptable. However technical discrepancy, if any, shall be clearly mentioned in Technical Bid.
6. ICGEB reserves the right to visit the working sites mentioned by bidders as proof of experience to ascertain the quality of service rendered. The bidder will have to arrange for such visit.

13. BID OPENING AND EVALUATION:

BID OPENING:

All the Technical Bids shall be opened publicly in the presence of the Bidders or their representatives in front of the Bid Evaluation Committee. Bidders' name, documents with presence and absence of Bid security, period of Bid validity and such other items will be announced and recorded at the time of opening of the Technical Bid by the Bid Evaluation Committee. The Financial Bids of Technically Responsive Bidders will be opened in the presence of such responsive Bidders or their representatives on date and time to be notified later. Total Bid amount will be announced and recorded at the opening of the Financial Bid. Minutes of the Bid Opening containing summary of information with regard to each Bid shall be prepared during the opening of both Technical & Financial Bids.

14. **EVALUATION OF BIDS:**

1. For proper evaluation & comparison of Bids, the Bid Evaluation Committee, May at its discretion, ask the Bidder for any clarification of the Bid. The request for clarification and the response shall be in writing, but no changes in the price of the Bids shall be offered or permitted.
2. The technical bids will be evaluated by the Bid Evaluation Committee on the basis of experience in similar organizations, resources available with the firm/ Individual, visit of the Committee to the site where the contractor is currently handling similar work etc.
3. The Bid Evaluation Committee will first evaluate the Technical Bids to determine the substantial responsiveness of the Technical Bids. Substantial Responsive Bid is one which conforms to all the terms and conditions as indicated in the Bid Document and which also establishes Bidder's qualification to deliver the services according to technical specifications. After the evaluation of all the Technical Bids, Financial Bids corresponding to only substantial responsive Technical Bids will be taken up for evaluation.
4. All non-substantial Technical Bids will be rejected as non-responsive and corresponding Financial Bids shall be excluded from further evaluation.
5. The Bid Evaluation Committee, may at its discretion, decide to waive off any minor non conformity in a Bid which does not constitute a material deviation with regard to services and pricing.
6. While evaluating Financial Bids, if there is any discrepancy between the unit price and the total price, unit price will prevail and total price shall be corrected. However, if the Bidder does not accept the correctness of the errors, his Bid will be rejected.
7. The Bidder must have supplied the information required in the Bid document. A Bidder not fulfilling any criteria stipulated, his Bid will be considered non responsive and may be rejected.
8. The Bidders who have duly complied with the Eligibility Criteria will be eligible for further processing.
9. The successful bidders of the Technical Bids will qualify for opening of the Financial Bids.
10. The Bids which have been established as responsive in all respects will be compared for its price competitiveness. On the basis of technical and financial evaluation, substantially responsive and most advantageous Bid will be considered for the award of contract The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
11. THE BIDDER SHALL BEAR ALL THE COSTS associated with the preparation and submission of its bid, and ICGEB in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

12. **PROFESSIONAL EXCELLENCE AND ETHICS:** ICGEB requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
13. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event ICGEB may make the award to the next lowest evaluated bidder or call for new bids.
14. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Rate Contract.
15. **CONDITIONAL BIDS:** If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected.
16. The Director, ICGEB reserves the right to cancel any or all the tenders without assigning any reason.
17. Tender once submitted will remain with ICGEB and will never be returned to the bidders.
18. **TENDERER TO SIGN ALL PAGES:**
The tenderer shall stamp and sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.
19. **ERASURES AND ALTERATIONS:**
Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents
20. **TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:**

Tenderers are advised to inspect and examine the site and its surroundings and also signed a certificate of site visit enclosed as per Annexure and satisfy themselves before submitting their tender regarding nature of the site conditions, the means of access of the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.
21. **TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:**
The bidder shall quote their rates for all the items both in figures as well as words given as per the attached format of Price bid. The amount of each item shall be worked out and the requisite total given. Special care shall be taken to write percentage in figures and words, and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.

22. TENDER LIABLE TO REJECTION:

Tenders which do not fulfil all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited. Tenders shall also be liable for rejection on any of the following grounds: -

- i. Tenders containing remarks uncalled for.
- ii. Conditional tenders.
- iii. Tenders not submitted on prescribed Performa.
- iv. Telegraphic/Fax/Postal tenders.
- v. Tender submitted without EMD.
- vi. Incomplete Tenders.
- vii. Tender submitted by the agency who has any unresolved dispute of any kind (indicated in any form of communication) with ICGEB.
- viii. Tenders with NIL consideration.

23. CORRESPONDENCE:

Tenderers must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the ICGEB.

24. AMENDMENT IN TENDER DOCUMENTS:

ICGEB reserves the right to revise or amend the Bid Documents up to the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever

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Scope of Work

HOUSEKEEPING WORK:

The purpose of housekeeping work is to maintain absolute cleanliness in the whole office premises (ICGEB) so as to provide an excellent ambience of work-environment and make a good impression on the visitors and public visiting the campus for various purposes. The contractor has to undertake all such jobs/activities required for maintaining the office premises (both built-up and vacant area) in a presentable condition and in above mentioned spirit at all times whether such activities are elaborated hereunder or not.

1. Cleaning to a high standard of the ICGEB main building i.e. laboratories, offices in the administration wing, library, auditorium, seminar halls, canteen, main lobby, staircases, service floors, corridors and toilets, all the space in the new building and any other areas as instructed and agreed upon from time to time. Special attention will be given to the toilets regarding regularity of cleaning and maintaining of hygienic conditions. The floor of the main lobby including the reception area will be mopped every hour.
2. Cleaning and sweeping of the roads within the ICGEB premises, and maintaining cleanliness in the open areas in the campus.
3. Shifting of Equipment's within the Campus and Transferring of Liquid Nitrogen from Container to Machine.
4. Training of the contractor's staff, as instructed by ICGEB, for cleaning sensitive areas such as Culture Rooms, Process Development Laboratory, Animal House, TB Facility, Green Houses etc.
5. Ensuring that highest international standard of hygiene, cleanliness and orderliness is maintained in the entire premises.
6. Cleaning material will be provided by ICGEB.
7. Ensuring that the contractor's staff is always in clean and neat attire of uniform comprising of identical trousers, shirt and shoes. It will be the contractor's responsibility to provide his staff with minimum two sets of uniforms, both for summer and winter.
8. Ensuring that the contractor's staff visibly wears identification cards issued by the contractor at all times when carrying out their duties.

9. Undertaking the above referenced duties on a daily basis, except for Sundays and designated ICGEB official holidays, from 7.00 a.m. to 4.00 p.m.
10. Ensuring a minimum turnover of housekeeping staff, as judged by the ICGEB.
11. Undertaking special cleaning on Saturdays covering scrubbing and waxing of floors and additional window cleaning as required.
12. Provide office / laboratory operational support to ICGEB staff members.
13. The contractor shall be responsible for any damage caused to the equipment or premises while carrying out the work by his staff and shall rectify the defects free of cost. Decision of ICGEB shall be final in this matter.
14. Manpower will be the contractor's sole responsibility and ICGEB will not be party to any dispute arising thereof. A detailed list of staff employed and number of people assigned for different services must be provided by the contractor to the management.
15. The contractor shall submit a list of staff to be deployed by him showing their full name, local and permanent address, age, father's name and police station verification/ registration and shall be fully responsible for the safety and security of their staff. No compensation shall be payable by ICGEB in case of any accident/death of any of them while carrying out the work in ICGEB premises.
16. ICGEB shall be fully empowered to expel any of the contractor's staff in case of any misbehaviour / indiscipline / misconduct / violence / late attendance / incompetence / theft / loss to ICGEB property and if such expulsion takes place, then the relevant clause of recovery shall be applicable.
17. The contractor shall ensure compliance with all statutory laws and by-laws of the Central Government / State Government / Municipal authorities related to the employment of their staff and all such obligations under Wage Act, Workmen Compensation Act, E.S.I. Act, Employee Provident Fund and Miscellaneous Provision Act, Bonus Act, Gratuity, Insurance, and Contract Labour Act 1971 etc., and any other governing Act applicable. ICGEB will not be involved or be responsible for such matters in any way.
18. The contractor shall pay his workers not below the rates under Minimum Wages Act, as notified from time to time, and comply with various Labour Acts. Adhering to legal standards of employment including the wages legislation and ensuring adherence to all related Labour and Wage laws and regulations as are applicable. Payment of Income Tax, if required, shall be the responsibility of the contractor. Documents, registers to be maintained under Contract Labour Regulations 1970 shall be maintained by him. These shall be submitted for verification as and when required.
19. The contractor should inform ICGEB, about any revision in the minimum wages by the Delhi Government, in a timely manner.
20. Latest receipts of payment towards EPF and ESIC should be attached to the monthly bill without which the monthly bill will not be cleared for payment.

21. Payment of any statutory direct or indirect taxes at the contractor's end, arising out of transactions due to this contract will be solely the contractor's responsibility.
22. The contractor will ensure that no child labour is employed.
23. The contractor will ensure that there is no wastage of water and electricity.
24. The contract can be terminated mutually by giving two months notice.

NOTE:

For carrying out these functions, the contractor shall deploy ONE Supervisor, and TWENTY TWO cleaners, all experienced, at ICGEB daily from Monday to Saturday and on other occasions as and when required. The supervisor and cleaners should be experienced and qualified. In the event of finding the office premises not in the above mentioned spirit, penalty up to 20% of the total amount of the monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent workers within three working days by the contractor.

(4)

TERMS OF PAYMENT

Payment of bills:

a) Bills will be submitted by the Contractor on 10th (if 10th is holiday then next working day) of every calendar month & after satisfactory service and submission of pre-receipted bill along with documents in support of payment of wages to workers through RTGS / NEFT only. Proof of remittance of Salary to Employees / PF/ ESI/ Bonus/ Gratuity / Maternity / GST and any other documents as prescribed by the Institute to respective agencies are also required to be submitted with their monthly bill.

b) Wages: The payments to all workers deployed should be made in full by 7th of every calendar month. Wages shall have the same meaning as defined in payment of Wages Act. The contractor shall pay his workers not below the rates under Minimum Wages Act declared by Govt. of NCT and to comply with various Labour Acts such as PF, ESI, Bonus, Gratuity and Maternity, Contract (R&A) SAVY 1970, Contract Labour (R&A) Central Rules 1971 and any other acts applicable as amended from time to time at his own expenses.

c) The payments towards bonus shall only be released to those workers only who will complete the minimum period of 30 days with the agency.

d). SECURITY DEPOSIT:

The successful bidder would have to deposit an amount of 15% of the Annual contract value towards security deposit through Demand Draft/pay order//Bank Guarantee from a commercial bank in favour of ICGEB which would remain with ICGEB during the contract period and no interest shall be payable on the Security Deposit amount.

e). In case of non-availability of staff, penalty as given below will be made.

- i. Helper : Rs. 800/- per shift per day
- ii. Any staff without uniform : Rs. 200/- per shift per day
- iii. Supervisor : Rs. 1200/- per shift

f). This penalty is over and above of deduction of wages on account of absence. Also, if any worker found working as replacement of absent worker for more than 3 days, above penalty provisions will be invoked. However, in no case any worker deployed should work more than 26 days in a month.

(5)

GENERAL TERMS AND CONDITIONS FOR THE HOUSE KEEPING WORK

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. ICGEB RESERVES THE RIGHT TO:

- Insist on quality of technical staff to be deployed in the campus with respect to their qualification/skills/training for the said job. The skilled and unskilled criteria of the individual will be decided by ICGEB after taking interview and on job training.
2. The ICGEB may, at its discretion, evaluate the Bidders for Providing Housekeeping Services in the ICGEB Campus on the qualitative aspects broadly in respect of the following parameters:
- i. Experience in similar organisations.
 - ii. Resources available with the firm.
 - iii. Skilled and trained staff available with the contractor to carry out the said work.
 - iv. Quality and Promptness of service support.
 - v. Visit report of the Committee to the site where the contractor is currently handling similar work.
 - vi. Bidder's ability to honour the commitments.
3. The vendor also agrees to submit the bill on monthly basis and accept the payment to the workers as per the Minimum Wages declared by the Government of Delhi from time to time. The bidder should also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by vendor would be suitably compensated by him complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by vendor. The vendor also agree to make timely payment to our manpower and for consumables without affecting the work even in case of any delay in the monthly payment. The vendor will always keep the Institute indemnified of any claim/damages that ICGEB may have to pay with respect to the service and the deputation of any workers to the Institution.

4. The personnel deployed shall be healthy, active and not more than 50 years of age. Nobody shall have any communicable diseases.
5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.
6. The staff who may be engaged by the contractor from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal.
7. The contractor shall bear all expenses regarding uniforms, preparation of their identity card, compensations, wages and allowances, PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the ICGEB for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Delhi from time to time. The Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc., as applicable every month for the previous month along with the monthly bill with respect to all the employees deployed by him at ICGEB. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.
8. The contractor shall pay his workers not below the rates under Minimum Wages Act, as notified from time to time, and comply with various Labour Acts. Payment of the Income Tax, if required, shall be the responsibility of the contractor.
9. Documents, registers required to be maintained under contract labour regulations 1970 shall be maintained by the contractor. This shall be submitted for verification as and when required.
10. The contractor shall provide at least two sets of uniforms, proper shoes (that provides safety will carrying out the work as detailed in the tender document) and photo identity card to his workers and no worker shall be allowed without proper uniform, shoes and I-card in the premises. It is entirely the contractor's responsibility to ensure that all precautionary measures are put in place by him to ensure complete safety of his staff while on duty at ICGEB, New Delhi, campus.
11. **Uniform:** The contractor will provide 2 pairs of uniform to each of the employee deployed at site including stitching charges and 1 full Sweater for winter. The quality/colour of the uniform should be got approved by us before procurement of the same. In the event of extension of contract after first year, fresh pair of uniform (2 pairs) and 1 sweater to be provided to each employee deployed at site. They are deemed to be included in contractor's scope and to be quoted separately in Sl. no. A (iii) in price bid.

12. **Safety Shoes:** The contractor will provide one pair of Safety Shoes of Liberty make Art. No. 7198-01 (N) /Bata/Action or equivalent make to each of the employee deployed at site including one pair of socks. The make/model no. of shoes should be got approved by us before procurement of the same. In the event of extension of contract after first year, fresh pair of safety shoes to be provided to each employee deployed at site. They are deemed to be included in contractor's scope and to be quoted separately in Sl. no. A (iii) in price bid.
13. The contract can be terminated mutually by giving minimum two-month notice.
14. The successful bidder will depute their supervisor at ICGEB premises 10 days before for understanding and smooth takeover of the work.
15. The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to ICGEB.
16. Replacement of personnel as required by the ICGEB will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the ICGEB. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the ICGEB along with testimonials before they are actually deployed for the job.
17. In case of any loss that might be caused to the ICGEB due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the Contracting Agency and in this connection, ICGEB shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to ICGEB besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, ICGEB shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
18. In case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
19. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact the Component In-Charge or the Administrative Officer at ICGEB at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient implication.
20. In the event of the contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; failure on this account shall attract penalty double the wages payable to the Contractor for such absence.

21. The contractor shall arrange to maintain the daily attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record should be submitted every month to ICGEB with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the ICGEB at any other point of time.
22. The contractor shall submit to ICGEB an attested photocopy of the attendance record and enclose the same with the monthly bill.
23. The ICGEB shall pay the agreed amount on production of the monthly bill. No other charges of any kind shall be payable. Bills raised by the contractor will be paid to the contractor within 15 days from the date of submitting the same with all relevant documents to the Component In-Charge of ICGEB. The contractor will maintain a Muster Roll to record the presence on duty of the gardeners and Supervisors. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the ICGEB.
24. If at any point of time, it comes to the notice of the ICGEB that the contract personnel deployed are different from the list provided (with attested photographs), ICGEB will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified.
25. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the ICGEB shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
26. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the ICGEB. In the event, ICGEB makes any payment or incurs any liability, the contractor shall indemnify ICGEB completely.
27. Payment of any statutory direct or indirect taxes at the contractor's end, arising out of transactions due to this contract will be solely the contractor's responsibility.
28. As and when ICGEB requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the ICGEB.
29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
30. In case ICGEB suspects or finds out that any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, ICGEB reserves the right to terminate the contract without assigning any reasons

31. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
32. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
33. The contractor should maintain all the records and documents under various labour laws applicable to contract labour/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the ICGEB at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc.
34. The above records have to be produced to the Component In-Charge of ICGEB on demand.
Note: The contractor should obtain a License from the Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the ICGEB.
35. The wages shall be paid to the workmen without any deductions except those under the payment of Wages Act and Minimum Wages Act.
36. The decision of ICGEB in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
37. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
38. ICGEB reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
39. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
40. Termination of the Contract:
 - a) ICGEB shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Gardeners or Supervisors, employed by it.

- b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Agency.
- c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
- d) If any attachment is levied and continues to be levied for a period of seven days upon the Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.
- e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
- f) If the Agency shall either by itself or by its employee/servants commit or suffer to be committed any act which, in the opinion of the ICGEB, whose decision in that behalf shall be final is prejudicial to the interest or good name of the ICGEB.
- g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.
- h) Violation of the provisions of Contract Labour (R & A) Act 1970 and other Acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
- i) On termination/expiry of the contract, the Agency will immediately remove all its personnel from the premises.

41. An agreement shall be signed with the successful bidder as per specimen enclosed.

42. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the ICGEB will be considered applicable at the time of any dispute/ following any statutory rules.

43. The number of staff shall always be as detailed under scope of work. Every staff shall be allowed one rest day/weekly off after every six days of working as per Government of India rules. For this purpose, suitable relievers shall be arranged by the contractor at no extra cost.

44. Jurisdiction –

Any dispute arising out of this contract will be in accordance with the principle of international laws.

(To be made on Rs.100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand _____ between International Centre for Genetic Engineering & Biotechnology, New Delhi, as one part, hereinafter called ICGEB and M/s _____ Agency for “Providing Housekeeping Services” on the other part.

WHEREAS the ICGEB is desirous to engage the Agency for providing “Providing Housekeeping Services”, at ICGEB New Delhi campus, on the terms and conditions as stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in ICGEB. The ICGEB shall have no liability in this regard.
2. The Agency shall be solely responsible for any death/accident/medical/health related liability/compensation for the personnel deployed by it at ICGEB while carrying out work at ICGEB or otherwise. The ICGEB shall have no liability in this regard.
3. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months notice on either side.
5. In case of non-compliance with the contract, ICGEB reserves its right to:
 - a. Cancel/revoke the contract, and /or
 - b. Impose penalty up to 10% of the total annual value of the contract.
6. Security deposit equal to 15% of the Annual Contract Value (refundable without interest after two months of termination of the contract) in the form of pay order/demand draft/FDR/or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in ICGEB.
8. The personnel provided by the Agency will not claim to become the employees of ICGEB and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in ICGEB.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with **Terms and Condition of NIT-09/2023** and amendments thereto from time to time.
11. Decision of ICGEB in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

12. All the terms and conditions detailed in the tender document (ICGEB/NIT /Infrastructural Facilities/2023) will remain in force during the term of the contract.
13. In case of any dispute between the Agency and ICGEB, ICGEB shall have the right to decide. Any dispute arising out of this contract will be in accordance with the principle of international laws.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in ICGEB campus, New Delhi in the presence of the witness:

International Centre for Genetic Engineering & Biotechnology:

Witness:

1.

2.

Biju Mathew
(Administrative Officer)

Agency:

Witness:

1.

2.

Authorised Signatory
Name & Address of the firm with seal

(6)

Annexures for Technical Bid

Note: All the Annexures should be filled properly and neatly.

TECHNICAL BID FORM

S. No	Description.	Fill the detail	Page No. of documentary
1.	Name of Agency.		
2	Office Address in Delhi NCR, Tel. Nos and Email ID:		
3	GST Registration details (with documentary evidence)	No.	
4	PAN No. (with documentary evidence)	No.	
5	ESI Registration No and date of registration (Receipts/ Challans for documentary evidence)	No. Date.	
6	EPF Registration No. and date of registration Receipts/ Challans for documentary evidence	No. Date.	
7	An average annual turnover of not less than Rs. 1.20 Crore for last three years (2019-20, 2020-21 and 2021-22) supported with documentary evidence which is certified by CA.	2019-20 Rs.	
		2020-21 Rs.	
		2021-22 Rs.	
8	Experience (last Seven years) (with 02 years continuation in a single organization) ending Apr, 2023 (copies of work orders and completion certificates if fully executed) (Annexure V)		
9	One similar work of value not less than Rs 48.00 Lakhs per annum.	1. Work order No. Date: Rs.	

10	Two similar works, each of value not less than Rs. 30.00 Lakhs each per annum.	1. Work order No. Date: Rs. 2. Work order No. Date: Rs.	
11	Three Similar works each of value not less than Rs 24.00 Lakhs each per annum	1. Work order No. Date: Rs. 2. Work order No. Date: Rs. 3. Work order No. Date: Rs.	
12	Completion certificate, if fully executed.		
13	Signed and stamped Tender document		
14	Tender Fee		
15	Earnest Money Deposit		
16	Undertaking for not black listed		
17	Site visit acceptance certificate (signed and stamped)		

Authorised Signatory
Name & Address of the firm with seal

TURNOVER DETAILS

Last Three Years Annual Turnover of the Bidding Entity				
(As per the Audited Financial Statement/Annual reports to be enclosed duly certified by CA, copies of Income tax returns also enclosed as proof)				
Financial Year	Turnover of operations in similar kind of business	Turnover in Other Operation	Total Turnover	Net Profit

- i. Financial Statements are Balance Sheets and Profit & Loss Statements duly certified by a CA.
- ii. The Audited Financial Statement etc., are for the year 2019-2020, 2020-2021 and 2021-2022 (Proofs to be submitted to satisfy/meet the requirements of the Eligibility criteria).

Authorised Signatory
Name & Address of the firm with seal

Declaration by the Tenderer:

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

Authorised Signatory
Name & Address of the firm with seal

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected

Annexure –D

Details of other organizations where such contracts were undertaken as per the eligibility criteria.
 (Enclose supporting documents).

Proforma containing details of other organizations where such or similar contracts were undertaken.

Sl. No	Name & Address of the organization, contact number	No. of personnel supplied	Period of contract	Whether international / Govt/semi Govt/Autonomous Bodies/ research laboratories//PSUs/ Institutions/ Industries etc. (pls. specify)	Amount of contract	Reason for termination (if currently not valid)

UNDERTAKING/DECLARATION FOR NOT BEING BLACKLISTED

Date.....

To,
The Director
International Centre for Genetic Engineering & Biotechnology
ArunaAsaf Ali Marg
New Delhi – 110 067.

Dear Sir,

I / We hereby confirm that our firm has not been banned or Blacklisted by any government organizations/Institutions/Court/Public sector Units/Private organization. Further it is certified that there is no police case pending against our firm/partner relating to previous service contracts.

Authorised Signatory
Name & Address of the firm with seal

This certificate shall be furnished duly signed & stamped with Techno-commercial Bid.

Site Visit Certificate

This is to certify that we have visited the site for work of Providing Housekeeping Services in ICGEB, New Delhi Componenton..... and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

We further undertake that no extra cost will be claimed by us later-on for any difficulties/ modifications involved during the execution of tendered works. We understand that work is to be executed in an already operational/ functional institute.

Component In-Charge
ICGEB New Delhi

Authorised Signatory
Name & Address of the firm with seal



(7)
PRICE BID

PRICE BID (Schedule of Rate)

Name of Work: Providing Housekeeping Services in ICGEB Campus, New Delhi.

Si. No.	Description			Amount
A.	Material as per details below (all-inclusive rate per month) (Estimated quantity).			
i	Charges of Mechanised Cleaning.			
ii	Dresses, Shoes, I-Cards etc.	Minimum estimated Amount Rs. 3,000		
Total A				
B.	Manpower as per details below (please refer Special Terms & Conditions of the Tender document)			
	Wages for complete month	No. of persons	Wage per month	Amount
i	a. Supervisor (Semi Skilled) without reliever (26 days).	01	18,993.00	18,993.00
	b. Cleaner (Un Skilled) without reliever (26 days).	18	17,234.00	3,10,212.00
	c. Cleaner (Un Skilled) without reliever (26 days).	04	17,234.00	68,936.00
	Total Wages (a +b + c)	23		3,98,141.00
ii	PF @ 13% (including administrative charges as per rules) (maximum on `15,000/- per person, per month) (23-person x 15,000.00 = Rs. 3,45,000/-.)			44,850.00
iii	ESI@ 3.25% (Maximum on 21,000/- per person per month) (Rs. 3,98,141.00).			12,939.58
Total B	Total Monthly charges towards above manpower			4,55,930.58
C	Total (A+B)			
D	Agency charges (In percentage on total C)			
E	Total Monthly charges (C+D)			
F	Total annual Charges (Ex12)			
	(Amount. in words: _____			

Note:

1. Replacement / Repair of Parts of machine used for mechanised cleaning in the responsibility of the Vendor.
2. The wages will be considered w.e.f. 1st Apr, 2023 by notification No. F No. (142)/02/MW/VII/Part file/ 429-443 dated- 22/04/2023
3. If contractor wishes to pay more than the minimum wages to his manpower, he should take this into account in quote.
4. GST will be paid extra to contractor as per Govt. norms after submission of actual documentary evidence of depositing the same to Govt.
5. BONUS to manpower Bonus@ 8.33% (Maximum on 21,000/- per person per month) of basis Admissible for those workers only who completes at least 30 days service in: Contractor shall disburse the bonus to its workers as per latest Government of India Payment of Bonus Act. Reimbursement will be done as per actuals after disbursement of the same. However, no other charges will be paid or applicable.
6. Abnormally low and high bid will not be entertained.
7. Before quoting the rates, the Contractors should inspect the works at campus of ICGER.
8. Fill the price bid in Excel format.