

Tender Document
For
Outsourcing of Cleaning Services
in
Bihar State Biodiversity Board,
Department of Environment, Forest and Climate Change, Bihar
5th Floor, Bihar State Building Construction Corporation Ltd, Campus
Patna-800023

Last Date & Time of Submission of Bid	28.04.2021 up to 11:00 AM
Date & Time of Opening of Bid	28.04.2021 at 01:30 PM

NOTICE INVITING TENDER

(NIT)

FOR

Outsourcing of Cleaning Services at the Office of the Bihar State Biodiversity Board (BSBB).

Tender Enq. Ref. No:

Dated:

1. The Secretary, Bihar State Biodiversity Board, Patna invites tenders from eligible and qualified organizations for Outsourcing of Cleaning Services in the office of the Chairman, Bihar State Biodiversity Board, Patna.
2. Bihar State Biodiversity Board, Patna intends to outsource the Cleaning Services in office of the Chairman, Bihar State Biodiversity Board, Patna, for ensuring cleaning of internal as well as outer premises, cleaning of overhead tanks, collection of waste etc. Detailed scope of work is given in the tender document.
3. The technical bid should accompany a refundable Earnest Money Deposit (EMD) of Rs. 6000 (Six Thousand Only) in form of Demand Draft drawn in favour of Bihar State Biodiversity Board, Patna. It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD, shall be summarily rejected.
4. Bidders can submit their bids on or before 28.04.2021 up to 11:00AM Hrs. along with EMD, through speed-post/ registered post (courier or by-hand submission of bid shall not be accepted) to The Secretary, Bihar State Biodiversity Board Office, 5th Floor, Bihar State Building Construction Corporation Ltd. Complex, Shastri Nagar, Patna-800023.
5. The tenders submitted up to the scheduled date and time shall be opened on 28.04.2021 at 01:30 PM in Office of Bihar State Biodiversity Board, Patna. The bidder's authorized representative may attend the tender opening (technical bid) on the date and time mentioned above.
6. All the further notifications / amendments, if any shall be posted on notice board & concerned website <https://state.bihar.gov.in/forest>. No separate communication shall be made with individual bidders.
7. A bidder shall submit only single tender. If more than one tender is submitted, all the bids of concerned bidder shall be summarily rejected.
8. Tender documents along with detailed descriptions of the items and terms and conditions of the tender can be purchased (Rs. 600) from the office of the Bihar State Biodiversity Board, 5th Floor, Bihar State Building Construction Corporation Ltd. Complex, Shastri Nagar, Patna-800023 or it can be downloaded from the website <https://state.bihar.gov.in/forest>.

Tender Schedule/ Programme

Sl.NO.	Activity	Date/Time
1.	Last Date & Time for Submission of Bid	28.04.2021 up to 11:00 AM
2.	Date & Time for Opening of Technical Bid	28.04.2021 at 01:30 PM
3.	Date & Time for Opening of Technical Bid.	Will be communicated on the date of technical bid opening.
4.	Contact Person/Nodal Officer of the Queries	Deputy Director, Bihar State Biodiversity Board, Patna. Mob: 9430963466 e-mail: bsbbbihar@gmail.com

(Sanjay Kumar Sinha)

Secretary

Bihar State Biodiversity Board, Patna.

1. Background & Scope of Work

1.1 Bihar State Biodiversity Board, Patna, invites proposal from eligible bidders for providing **Cleaning Services** at Office of the Bihar State Biodiversity Board, Patna. The Bihar State Biodiversity Board is providing the approximate cleaning area in sq. meter (both internal and external).

Internal Cleaning Area 1937.50 sq. ft.

External Cleaning Area 618 sq. ft.

1.2 The scope of work will broadly include cleaning of internal as well as outer premises, cleaning of overhead tanks, collection of waste etc. Detailed scope of work is given in the key terms of the Contract provided in Annexure 5. You are requested to quote your best offer along with all required documents as mentioned in the tender document.

1.3 The sealed Bids should reach the address provided in Clause 7-4 herein, latest by **28.04.2021 at 11:00 AM** in Bihar State Biodiversity Board, Patna OFFICE 5th Floor, Bihar State Building Construction Corporation Ltd. Complex Shastri Nagar, Patna-800023 and it will be opened on **28.04.2021 at 01:30 PM** at Bihar State Biodiversity Board Office Patna. The bidders or their authorized representatives may attend the tender opening process on the date and time mentioned above.

2. Contract Period

The contract will be valid for a period of 12months from the date of commencement. However, in the event of service rendered being found unsatisfactory or due to any other such reasons, the contract can be short closed by the Authority & Performance Security money will be forfeited as per the terms of the contract. The contract period may be extended for a duration of 1 year or more, on the same rates, terms and conditions based on the requirements, availability of resources and specially the satisfactory performance of work done by the agency or in any other conditions mutually agreed by the service provider and the Bihar State Biodiversity Board, Patna. Any extension shall not be the right of the agency.

3. Eligibility Criteria

3.1 The Bidder should be Registered Company under Companies Act 1956 / 2013 / Partnership Firm/ Proprietorship Firm / Trust / Society and should have been in operation during last 3 years. Consortiums are not allowed.

3.2 **Technical capacity** - The bidder must have minimum three years of experience of providing "cleaning services " on outsourcing basis (ensure cleaning of internal as well as outer premises, collection of waste etc.) in Central Govt./ State Govt./ PSUs/ reputed institutions of private sector. The Agency will be required to provide copy of work order and experience certificate from the contracting agency. The certificate should clearly mention the nature of work.

3.3 **Financial capacity**- The average annual turnover of the Bidder during the last 3 financial years (FY2017-18, 2018-19 and 2019-20) should not be less than Rs.6,000,00 (Six Lakhs Only).

3.4 The Bidder should not be Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is (its directors/ promoters) involved in with any government agency/ state/ central department/ PSU.

3.5 No Joint Venture/ Consortium is allowed to participate in the Bidding process.

4. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5. Site visit and verification of information

5.1 Bidders are advised/ encouraged to submit their respective Bids after visiting the site Facilities and ascertaining for themselves the information regarding the same and any other matter considered relevant by them.

5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- made a complete and careful examination of the Tender Documents;
- received all relevant information requested from the Authority;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender documents;

6. Amendment to the Tender document

6.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender document by the issuance of Addenda.

6.2 Any Addendum thus issued shall be uploaded on the district's website/ put up on the Authority's notice board at the Bihar State Biodiversity Board, Patna.

7. Submission of Bids

7.1 A bidder shall submit only single tender. If more than one tender are submitted, all the bids of concerned bidder shall be summarily rejected.

7.2 The tender should be submitted in two parts i.e., **Technical Bid and Financial Bid.**

7.2.1 Technical Bid:

- To qualify in the Technical bid the Bidder should have the minimum eligibility criteria as mentioned under "Eligibility Criteria" section and the Bidder in this regard should submit the documents mentioned under Clause 13- "Documents required".

7.2.2 Financial Bid:

- The financial bid shall contain the Price Bid Form as per Annexure 1.
- The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

7.3 The Technical Bid and the Financial Bid should be submitted in two covers; one superscribing Technical Bid and second Financial Bid. Both the envelopes are in turn to be put in another envelope. This envelope should be superscripted prominently as "TENDER FOR OUTSOURCING OF CLEANING SERVICES." All the three envelopes are to be duly sealed.

7.4 Each of the envelopes should be addressed to

The Secretary
Bihar State Biodiversity Board, Patna
5th Floor, Bihar State Building Construction Corporation Ltd. Complex,
Shastri Nagar, Patna-800023.

7.5 Unsealed, conditional tenders and tenders without EMD shall not be entertained

7.6 Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

8. Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) of Rs. 6000 (Six Thousand Only) should be submitted by means of a Bank Demand Draft prepared in the name of **Secretary**. The EMD of the unsuccessful bidder will be returned to them without any interest, after final conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of the Performance Security (PS), as per the terms of the contract. It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD, shall be summarily rejected.

9. Taxes/Duties

Rates quoted should be inclusive of all taxes & duties and levies, including Goods & Services Tax (GST). Taxes (if any applicable) would be deducted at source, as per prevailing rates/rules.

10. Right to accept and to reject any or all Bids

Notwithstanding anything contained in this tender, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

11. Validity of bids

Bids shall remain valid for 120 days from the date of opening of the bid.

12. Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

13. Documents Required

The following documents duly attested should be submitted along with the **Technical Bid**.

1	Duly filled format of Technical Bid as per Annexure2 forming part herein
2	<ul style="list-style-type: none">• For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013.• For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932• For Society/ Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882• For Proprietorship firm- Certificate issued under shop & Establishment Act
3	Refundable Earnest Money Deposit (EMD) in the form of a Demand Draft as mentioned in Clause8 herein

4	Experience certificate/ work completion certificate of providing "cleaning services" on outsourcing basis in hospitals of Central Govt./ State Govt./ PSUs/ reputed hospitals of private sector. The Agency will be required to provide copy of work order and experience certificate from the contracting agency. The certificate should clearly mention the nature of work. To be submitted as per Annexure 3, forming part thereof
5	Affidavit for not being Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is (or its directors/ promoters) involved in with any government agency/ state/ central department/ PSU. To be submitted as per Annexure4, forming part thereof
6	Audited Balance sheet for last 3 financial years (FY2017-18, 2018-19 and 2019-20); i. Statement of Profit & Loss Account (if the bidder is registered under Companies Act), or ii. Statement of Profit & Loss Account, (if the bidder is registered under Partnership Act), or iii. Income and expenditure account (if the bidder is registered under Societies and Trusts Act)or iv. Profit and loss account (if the bidder is Proprietorship firm)
7	Copy of PAN Card of the bidder
8	Proof of Income Tax Return for the last three Assessment years (AY 2018-19, 2019-20 and 2020-21)
9	Copy of Goods & Services tax (GST) Registration certificate
10	ESI & EPF registration certificate

All copies of documents mentioned above should be signed by the Bidder on each page. The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language, provided the same is accompanied by self-attested English translation, and for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

14. Evaluation

14.1 Technical Evaluation:

A Tender Evaluation Committee shall be formed by the Authority to evaluate the submitted Bids. Bidders failing to submit relevant mandatory documents in support of having fulfilled the stipulated eligibility criteria will be summarily rejected.

14.2 Financial Evaluation:

The evaluation for Financial Bid shall be done for technically successful bidders.

- 14.2.1 The Bihar State Biodiversity Board, Patna will be providing the approximate cleaning area (both internal and external) specifications, for office in the financial bid (Annexure 2), based on which the bidder shall be required to bid.
- 14.2.2 The financial bid shall be calculated based on the weighted average of the financial bid received for 'internal cleaning area' and 'external cleaning area', with weightage of 70:30 for the area types, respectively. (Example: If the bidder quotes INR X for internal cleaning area, and INR Y for external cleaning area, then the financial bid would be considered as INR $(0.7*X + 0.3*Y)$).
- 14.2.3 Lowest Bid shall be termed as L_1 and higher bids shall be termed L_2 , L_3 & soon, and shall be calculated as per clause 14.2.2 (weightage average of the two bid amounts)
- 14.2.4 The contract will be awarded to the lowest evaluated responsive bidder decided by the Tender Inviting Authority.
- 14.2.5 If there is a discrepancy between words and figures, the amount in words shall be considered as valid. If the bidder does not accept the correction of the errors, his bid shall be rejected.

15 Award of contract

15.1 The contract for all the Government healthcare facilities included in the published tender shall be awarded to **L₁ Bidder** of all combined facilities (as mentioned in the **Annexure 1**), whose bid has been determined to be substantially responsive technically and commercially acceptable by the technical committee and has been determined as the lowest evaluated price bid.

15.2 In case of a tie, Authority shall break the tie in the following order of priority:

- **Work experience:** Bidder with higher work experience of similar nature in Govt. offices/ PSUs or other private organizations. Work experience will be calculated on the basis of the total number of months for which the Bidder has been providing similar services. In case the Bidder had provided services under 2 different projects, simultaneously, both of them will be calculated and taken into consideration.

15.3 In case of a further tie, even with the aforementioned work experience assessment process, Authority shall break the tie based on turnover:

- **Turnover:** Bidder with higher average annual turnover of last 3 years

15.4 In case L_{-1} bidder denies/ fails to honor the contract/ LoI the authority shall be at freedom to negotiate with L_2 , L_3 ... (in this order) responsive bidders with their consent to enter into an agreement with the authority to provide services at L_1 rate. Also in case L_1 fails to provide services within timeframe as per the purchase order, the authority shall be at freedom to procure the same from L_2 , L_3 ... (in this order) responsive bidders at L_1 rate.

16 Intimation Letter to Successful Bidder/ Notification of Award

16.1 Prior to expiration of the period of Bid validity, Authority will notify the Successful Bidder ("Agency") in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).

- 16.2** The agreement/ contract document should be executed within 21 days of the issue of the Letter of Intent (LoI). Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD.
- 16.3** The Performance Guarantee (PG), must be submitted before executing the contract/ signing of the contract document positively, failing which the award of contract to the selected agency will be cancelled and EMD also shall be forfeited.

17 Signing of agreement

The signing of agreement floated from NIT, shall constitute the award of contract on the Successful Bidders.

The Successful Bidder shall commence the service only after the signing of the contract with the Secretary or other officer duly authorized for this purpose.

The selected Bidder shall start complete services within 30 days of sign of contract. In case of delay in roll- out of services, appropriate penalties may be imposed in such case, besides other suitable action may also be taken under the terms of the contract.

- a) Failure to start the services within 30 days of sign of contract shall lead to imposition of penalty from 31st day to 60th day, the selected agency will be levied INR Rs. 100 per week, per non-operational facility, for delay of every 7 days, to be appropriated from Performance Bank Guarantee submitted by the service provider or deducted from the future monthly payment.
- b) Failure to provide complete services in the health care facility with-in 30 days from the date of signing of contract may lead to termination of the contract, and forfeiture of the Performance Guarantee (PG).

18 Others

- 18.1** Bidders are requested to study the terms and conditions of the tender document carefully and then submit tenders accordingly.
- 18.2** A Bidder shall submit only one application. A Bidder who submits, or participates in, more than one application will cause all the bids in which the Bidder has participated to be disqualified.
- 18.3** The Tender not received on "**Two Bids**" basis, will be summarily rejected.
- 18.4** An authorized representative may remain present at the time of opening of the tender.
- 18.5** The successful Bidder/ Agency shall not at any point of time engage sub-contractors or transfer the contract total or in part to any other agency. In the event of sub-contracting the successful Bidder/Agency is liable to termination, and black-listing for 5 years, and the performance security shall also be forfeited.
- 18.6** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations here under, pursuant hereto and/or in connection here with and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 18.7** The decision of the Authority shall be final, and no enquiries, or application for review, shall be entertained. The Authority reserves the right to amend any of the conditions, if required or cancel or reject all or any bid/tender without assigning any reason.

Annexure-2
Financial Bid

I, _____ <Mention the name of the bidder>, having referred to the above clause 1.1, wherein the BIHAR STATE BIODIVERSITY BOARD, PATNA has provided approximate cleaning areas (both internal and external), would like to quote, the rates as mentioned below:

Area Type	Rates per sq. feet/month (Mention in figures) all taxes included	Rates per sq. feet/month (Mention in words) all taxes included
Internal Cleaning rate		
External Cleaning rate		

Note: - Total cleaning rate (0.70 X Rs. (Internal Cleaning rate +0.30 X External Cleaning rate))

Note: -

- 1. The L₁ will be decided on the computed rates "Total cleaning rate", however, the L₁ service provider will be paid as per rates quoted for "Internal Cleaning rate" and "External Cleaning rate" as the case may be.**
2. The financial bid shall be calculated based on the weighted average of the financial bid received for 'internal cleaning area' and 'external cleaning area', with weightage of 70:30 for the area types, respectively. (*Example:* If the bidder quotes INR X for internal cleaning area, and INR Y for external cleaning area, then the financial bid would be considered as INR (0.7*X + 0.3*Y).
3. The Bidder with the lowest Total Cleaning rate for a month will be selected.
4. The prices quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account.

Rates quoted should be inclusive of all taxes & duties and levies, **including Goods & Services Tax (GST).**

Date:

Name and Designation of the Bidder:

Place:

Signature of Bidder:

Seal of the Bidder:

Annexure 1: Technical Bid

S. No	Details of the Bidder	Response
1	Name of the Bidder	
2	Address of the registered office of the Bidder	
3	Telephone (with STD Code) and Mobile number	
4	State clearly whether it is Firm/ Agency or a company or a NGO	
5	Whether the Bidder is registered - attach copy of the certificate of registration	
6	Name of the Owner(s)/ Partners	
7	Details of Bid Security	
8	Goods & Services Tax Registration Certificate	
9	ESI Registration Certificate	
10	EPF Registration Certificate	
11	PAN Number	
12	GSTIN Number	
13	Name and Mobile Number of a Key person, who can be contacted at any time.	

Note: Please attach all the document shown in clause '13'

Date:

Name and Designation of the Bidder:

Signature of Bidder:

Place:

Seal of the Bidder:

Annexure 3: Prior Experience

Experience of 3 years (attach documentary proof/ certificate from concerned organization)

S.NO.	Name of Work	Year	Agency who awarded the work	Contact person/ Telephone Number	Remarks

Date:

Place:

Name and Designation of the Bidder:

Signature of Bidder:

Seal of the Bidder:

Annexure4: Affidavit
(On a stamp paper of Rs. 1000)

Sir,

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not blacklisted/ barred/ convicted by any court of law for any criminal or civil offences/ declared any entity of GoB or by any entity of state government /or Govt. of India or any local Self- Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project(s).

And that no criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against us.

And that we are hereby declaring all ongoing litigations where our promoter(s)/ director(s) are involved in with any government agency/ state/ central department/ PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Place-

Yours faithfully

Date-

Signature of the bidder

Name and Designation of the bidder

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid)

Annexure 5 - Key terms of the Contract

1. Obligations of Agency

1.1. Internal Cleaning

1. The Agency shall be responsible for cleaning, sweeping, mopping with disinfectant of all floors, stair cases, cabins, lobbies, corridors, ceilings, reception, pantries, kitchen, office rooms, training rooms, waiting areas and overall campus as per Provisional Cleaning Schedule provided in Schedule A.
2. The Agency shall be responsible for cleaning and mopping of rooms, Store rooms at regular intervals on daily basis (including wall tiles and roofs) as per Provisional Cleaning Schedule provided in Schedule A.
3. The Agency shall be responsible for cleaning, mopping, disinfecting room, and terminal cleaning at the end of the day (as per instruction laid down procedure); Disposal of waste at appropriate place.
4. The Agency shall be responsible for cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. of all rooms at regular intervals on daily basis. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.
5. The Agency shall be responsible for cleaning, dusting of electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
6. The Agency shall be responsible for cleaning of dustbins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals.
7. The Agency shall be responsible for spraying room fresheners in all rooms on daily basis at regular intervals.
8. The Agency shall re-stock toiletries, which include soap, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.

1.2. External Cleaning

1. For external cleaning of the area, the Agency needs to do brooming every morning and in afternoon.
2. The Agency shall be responsible for cleaning of all open/close areas, main gates, etc. as directed by the Officer in charge.
3. The Agency shall be responsible for weekly cutting & pruning of indoor plants as and when required.
4. Drains should be cleaned daily & more frequently using chemicals; the Agency to prevent stagnation, over-flow of water & water logging.

1.3. Others

1. The Agency has to purchase and install dust-bins in corner of the office premises.
2. The Agency shall be responsible for storage of all waste material at appropriate place identified by the office itself.
3. The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full from time to time.
4. The Agency shall be responsible for collection & disposal of waste as per norms of waste management.

5. The Agency shall be responsible for cleaning of overhead tanks at least once every month. The Agency will be required to inform the authority in advance about such cleaning exercise.
6. The Agency shall be responsible for periodical spraying of Insecticide/ Rodenticide/ Pesticide for prevention of flies, rodents & pests in the office premises.
7. The Agency will also ensure that the garbage collection/ disposal work does not adversely affect the surroundings or personnel deputed for the work.
8. The Agency shall procure and arrange all the materials (**Schedule B**) on all days.
9. The Agency will install boards, mentioning the daily cleaning schedule (last cleaning time and next cleaning time), and will be updating the boards on daily basis.
10. Any other work of similar nature assigned by the authorities.

1.4.HR related

1. The Agency shall deploy and ensure requisite and adequately trained personnel (18+ age) at cleaning as mentioned in **Schedule C**. The HR allocation provided in **Schedule C** is indicative in nature, and as per requirement.
2. For supervision, the Agency shall appoint one qualified part time (2 Hrs/day) Supervisor for overseeing work and coordinating with the authority.
3. The assigned supervisor is required to conduct refresher trainings for workers, every 3 months. These trainings must be conducted in the presence of the BIHAR STATE BIODIVERSITY BOARD, PATNA official.
4. The bidder or agency shall be responsible to comply with all applicable labor legislation (Compensation, child labor, minimum wages, EPF, ESI or any other Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the authority for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the applicable acts & rules, as to the manpower appointed or hired for performance of this contract. The authority will not be a party at any stage to any kind of dispute relating to the above.
5. The manpower provided by the agency, shall be in proper dress code (short/sweater and trousers) at all time along with hand gloves and caps and ID card (mentioning the name of the employee and company logo on shirt) should be provided to all the workers and they should wear it at all times. Agency should provide 2 sets at the start and replace them after every 6 months and ensure that the staff wears clean uniform all the time.
6. Protective gear including boots, gloves etc. shall be provided by the Agency to the housekeeping staff.
7. The Agency shall ensure that the person deployed are disciplined and consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act are strictly prohibited. The Agency would be held responsible for conduct of the HR deployed under the contract.
8. Any misconduct/ misbehavior on the part of the manpower deployed by the Agency will not be tolerated and such person will have to be replaced by the Agency at his own costs, risks and responsibilities immediately, with written intimation to the Administration.
9. The housekeeping staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature.

2 Obligations of Authority

- 2.1. The Authority shall be make regular payment to the Agency as per the terms of the contract.
- 2.2. The Authority shall incorporate feedback about the services being provided by the Agency in its regular feedback mechanism and collate such feedback on a regular basis.

3 Terms of Payment

- 3.1. The Agency needs to submit its bills/ invoices including GST (as per prevailing rates prescribed under GST Act) for the preceding month by the 5th day of every working month in accordance with the approved rates to the competent Authority in triplicate. (Bills and requisite documents submitted after 5th day of the month will be considered for payment in the next month). The bills/ invoices (as prescribed under GST Act) will be accompanied with a copy of Attendance and Performance formats. The Officer In-charge will check the bills & certificates, verify them and release the payments as per its bills/ invoices including GST (as per prevailing rates prescribed under GST Act 2017) before 15th of the month, after deduction of applicable TDS (Tax deduction at source) as per prevalent government norms (Subject to availability of fund). Wherever applicable, the concerned authority should initiate electronic funds transfer instead of cheque payment to the Agency within the prescribed time limits.
- 3.2. In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under Schedule D.
- 3.3. The agency shall submit its bills/ invoices including GST (as per prevailing rates under GST Act 2017) and the authority will pay the bills/ Invoice amount to the agency after statutory deductions.

4 Review and Monitoring Structure

4.1. Reporting:

- a) The Agency shall maintain proper Log Books (issued and certified by the officers of the BIHAR STATE BIODIVERSITY BOARD, PATNA) for the services being provided with adequate details related to services, staff availability and equipment and materials availability.
- b) These Log Books shall be verified and signed by the in-charge cleaning BIHAR STATE BIODIVERSITY BOARD, PATNA.

4.2. Monitoring:

- a) Daily Inspection: In-charge shall inspect services being provided by the Agency on a daily basis.
- b) Weekly monitoring: The officer of BIHAR STATE BIODIVERSITY BOARD, PATNA will do the weekly monitoring on a random basis (at least 4 inspections in a month). The scope of these inspections will include but not limited to checking of the Agency's services, feedback from officers. Findings of these inspections shall be recorded on weekly basis and shared with the Agency within 2 days of the visit.

5 Penalty

In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under **Schedule D**. The total penalty in a month shall not exceed 10% of the monthly invoice value. In case of deduction of maximum penalty (10% of invoice) for consecutive 3 months, the agency shall be considered for termination or for any action to be taken suitably.

The penalty shall be arrived at after reviewing the log books and Performance certificates and shall be deducted from the payments in the following month. In case of exceptional circumstances, the penalty may be deducted from the performance security.

6 Performance Guarantee

- 6.1. The Agency will be required to deposit an amount equal to **Rs.18000**(Eighteen Thousands Only) as Performance Guarantee before signing the contract, failing which the bid/ contract will be cancelled and negotiated and awarded to the L₂, L₃... (in this order) responsive bidder with their consent to enter into an agreement with the authority to provide services at L₁ rate. Further, in case of non-deposit of Performance Security, the EMD shall be forfeited and suitable action may be taken under the terms of bidding documents.
- 6.2. The Performance Guarantee should be in the form of Bank Draft or Bank Guarantee issued by a scheduled bank in favor of **BIHAR STATE BIODIVERSITY BOARD, PATNA**. If submitted in form of bank guarantee, must be in the format provided in **Annexure-6**, and valid up to 90 days beyond completion of all contractual obligations of both the parties.
- 6.3. Appropriation of Performance Guarantee: In the event of the Agency being in default of the due, faithful and punctual performance of its obligations under the Agreement during the Contract Period or owing any sums whatsoever to the Authority under the Agreement or in the event of there being any claims or demands whatsoever which may at any time be made or have been made on behalf of the Authority for or against the Agency under the Agreement, the Authority shall, without prejudice to its other rights and remedies here under or in law, be entitled to appropriate the relevant or delinquent amounts from the Performance Guarantee towards Damages as per the terms of the Agreement.
- 6.4. Performance Guarantee Will be refunded within 90 days of expiry of the Agreement.
- 6.5. The Agency shall not get any interest on Guarantee money deposited.

7 Force Majeure

- 7.1. Neither party shall be liable for any failure or delay in performance to the extent said failures or delays are in the nature of Acts of God including floods, fires, earthquakes, wars, riots, acts of governments occurring without its fault or negligence or the effects of which persist despite reasonable efforts undertaken by the party unable to perform to mitigate the effects, and such party does everything reasonably possible to resume its performance.
- 7.2. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three calendar days of the occurrence of the cause relied upon.

8 Resolution of disputes

- 8.1. Any dispute/ differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- 8.2. If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, the same shall be referred to the Chairman, BIHAR STATE BIODIVERSITY BOARD, PATNA, who shall then scrutinize the claims/ disputes that have been referred and make efforts for amicable settlements by mutual discussions/ negotiations shall resolve the issues/disputes.

9 Modification of contract

The Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No supplement, amendment, or modification of the Agreement shall be binding unless it is in writing and signed by the two parties.

10 Event of Default

It shall be an Event of Default if:

- 10.1. The Agency or its employee fails to comply with any of the obligations listed out under the Agreement.
- 10.2. Any representation or warranty made by the Agency under the Agreement found to be incorrect in any material respect.
- 10.3. The Agreement becomes unlawful or is declared void.

11 Termination

- 11.1. Without prejudice to any other rights and remedies, on the occurrence of an Event of Default, the Authority may terminate this agreement immediately on giving written notice to the Agency, if such Event of Default is not remedied within 20 days of receipt by the Agency a notice in writing specifying the breach required to be remedied.
- 11.2. If the maximum applicable penalty of 10% is imposed on the Agency for three consecutive months, or the Agency fails to provide satisfactory service despite several notices, the 'Agreement can be terminated by the Authority by giving one-month notice.
- 11.3. Either party may terminate this agreement without assigning any reason by giving a ninety days' notice
- 11.4. In the event force majeure event continues for one hundred and twenty (120) days or more, the non-affected party shall have the right to terminate the Agreement by issuing a Termination Notice.
- 11.5. Upon termination of the Agreement in any event, the Agency shall vacate the premises and withdraw its services and staff.

12 Covenants

- 12.1. Agency shall ensure compliance with all applicable laws, rules and regulations, guidelines or policies for the performance of obligations under the Agreement.
- 12.2. Agency shall be responsible for any existing government charges, taxes, liabilities or fees or any personnel taxes and shall indemnify and hold harmless the Authority for any liability in this connection.
- 12.3. Other than as may be permitted by the Agreement, Agency shall not disclose, use or share any data/information/record, etc. with respect to the office where it is providing services and shall treat all information as confidential.

13 Limitation of Liability

- 13.1. Nothing herein shall impose any liability upon the Authority in respect of any defects/death arising out of the acts, omissions, commissions, negligence or defaults on part of the Agency, its employees, staff and/or agents for any failure by the Agency in carrying out their roles and responsibilities mentioned in the Agreement.
- 13.2. The Agency shall be responsible for due compliance with all the applicable Central, State, Municipal and Local Statutes, Rules and Regulations made there under with respect to the objectives contemplated herein. Any penalty fees levies or the likes if any imposed by any authority due to any non-compliance shall be solely to the account of the Agency and will not be borne by the Authority.
- 13.3. The Authority will not be responsible for any loss or damage that third parties may suffer to due events such as fire, flood, storms, earthquakes, accidents, etc.

14 Indemnity

- 14.1. Agency shall indemnify Authority on demand, against any loss, destruction, or damage to any property or any loss, injury, or death of any person caused by the negligent act or omission or willful misconduct of Agency or its employees or agents
- 14.2. Agency shall indemnify Authority on demand, against all claims, costs, demands, allegations, charges, expenses and liabilities of whatsoever nature arising out of or in connection with any claim arising out of Agency's performance of its obligations under the Agreement.

Annexure 6 — Format for Performance Security

(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.:

Date:

To
The Secretary,
BIHAR STATE BIODIVERSITY BOARD, PATNA

Dear Sir,

WHEREAS. (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated 2019 (hereinafter referred to as "the Contract") to provide cleaning services at (name of the facility) under Public Private Partnership Model, for the office of the Chairman, BIHAR STATE BIODIVERSITY BOARD, PATNA.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized / Scheduled Commercial Bank for the project/performance of providing cleaning services at (name of the facility) as per the agreement.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA the Guarantee:

Therefore, the Bank hereby agrees and affirms as follows:

- 1) The Bank hereby irrevocably and unconditionally guarantees the payment of INR _____ to _____ under the terms of their Agreement dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA under this Guarantee shall not, under any circumstances, exceed in aggregate.
- 2) In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA stating full or partial non-implementation and/ or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA any and all sums demanded by Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from the Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA / _____ to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....
- 3) This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 15 months from the date of its execution.
- 4) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - b) Any breach or non-compliance by the bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between bidder and the Bank.

- 5) The Bank also agrees that Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against vendor and not withstanding any security or other guarantee that the Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA may have in relation to the bidder's liabilities.
- 6) The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of the Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA or any other indulgence shown by the Secretary, BIHAR STATE BIODIVERSITY BOARD, PATNA or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
- 7) This guarantee shall be governed by the laws of India and only the courts of Patna, Bihar shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the..... Day of.....2021

Witness

(Signature)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank

(Signature)

(Name)

SCHEDULE-A**Provisional Cleaning Schedule**

S.NO.	Area/Item	Job	Frequency
1	All corridors, stair cases, cabins, lobbies, Public Areas, office rooms etc.	Mopping & sweeping & Floor scrubbing	Twice daily
2	Drinking water	Cleaning of mug/glass	Twice daily
3	Toilet	Cleaning of stains & disinfection in the toilet including wash basins, toilet pans and other plumbing fittings;	Once daily
4	Collection of waste	Collection by trolley	Twice Daily
5	Surroundings	Fine sweeping	Twice daily
6	Office glass and Windows	Cleaning of stains	Daily
7	Tiles other than toilet	Removal of stains, dust & cobwebs	Daily
8	Clearing of dust bin	Emptying of dust bins	Twice daily
9	Waste materials	Hand pick	2 times/day
10	Cob webs	Removal of dust and cob webs	Weekly
11	Other glass & window	Cleaning of stains and dirt	Weekly
12	Fans and Tube light	Removal of dust and cob web	Weekly
17	Water tank	Chlorinate (Duly informing the authority a day in advance)	Monthly

Note: Any other work of similar nature assigned by the BIHAR STATE BIODIVERSITY BOARD, PATNA will have to be done by Agency.

SCHEDULE-B**List of materials**

S. NO	Items	S. NO.	Items
1	Soap	13	Broom
2	Detergent	14	Mop
3	Dishwash bar/liquid	15	Mugs
4	Bathroom Acid	16	Dust-bins
5	Phenyl/ Disinfectant for hard surfaces	17	Rat Kill
6	Anti-Septic, Sanitizer	18	Insect & mosquito Killer
7	Room air freshener	19	Bleaching Powder
8	Sanitary Cubes	20	Naphthalene Ball
9	Bathroom Floor Cleaner	21	Room Freshener
10	Glass Cleaner	22	Hypo-chloride Solution
11	Furniture Cleaner	23	Liquid/Electric Mosquito repellent (no coils)
12	Toilet Cleaner		

Note: The Authority may add to the above list in case of specific requirements.

All the above-mentioned items are to be procured and provided by the Agency regularly to ensure proper cleaning services. Verification of stock and quality of these items will be done by Office In-charge. The materials being used by the Agency would be of superior quality/standard and of prominent brands.

Brushes and other materials used for toilet cleaning shall be kept separately and these should not be used for cleaning other areas.

SCHEDULE — C

Minimum Manpower Requirement

The figures provided below are indicative and should there be a modification, it should be carried out at the tendering and contracting stage based on the local requirements.

S. NO.	Office	No. of Staff (Full time)	No. of Supervisor (Part time)
1.	Bihar State Biodiversity Board, Patna	2	1

SCHEDULE — D**Performance Matrix**

S. NO.	Performance Indicator	Expected Level	Measurement protocol	Penalty in case of non-compliance
1.1.	Initial sweeping & mopping of all areas shall be completed by 9:00 AM everyday	At least 90% of times during a month	To be verified from daily Log Book	1% of the total monthly invoice for the respective facility, for every incidence of non-compliance.
1.2.	Staff availability	100%	To be verified from daily Log Book/attendance sheet	Rs.150 per day in case of absence of Supervisor; Rs.100 per staff per day of absence.
1.3.	Materials (Schedule-B) available at all times	100%	To be verified from daily Log Book/Stock Book and weekly (random) inspection by IN-CHARGE	1% of the total monthly invoice for the respective facility or actuals.
1.4.	Feedback Form complaints	Less than 5% of the total feedback forms filled in a month should have complaints regarding the services of the Agency	Inputs from feedback forms to be collected by the Manager on a weekly basis and communicated to the Agency	1% of the total monthly invoice for the respective facility
1.5.	Mops/ brooms etc. should be replaced after 4 months	100%	To be verified by In-Charge on monthly checks, Agency to inform HM when they have new stock every month through purchase receipts	1% of the total monthly invoice for the respective facility
1.6.	Toilet cleaning equipment should be used only for toilet cleaning	100%	To be verified from daily and weekly (random) inspections by the Office in-charge.	5% of the total monthly invoice for the respective facility

SCHEDULE - E

Format for Attendance Certificate — to be kept with Office In-charge

Office of the BIHAR STATE BIODIVERSITY BOARD, PATNA	Month:
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Tick(✓) the box if the staff was present

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Date:-	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Staff Name																
Staff Name																

Name of the Agency's Representative
Representative

Name of the Authority's

Signature

Signature

Note: In case of temporary replacement staff, note the staff name in remarks column. Also mention the duration of the temporary replacement.