

BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES

53 UNIVERSITY ROAD, LUCKNOW- 226007

Tender No. BSIP/W&B/Sanitation/2020-21

TENDER FORM

FOR

SANITATION & HOUSEKEEPING SERVICES



IN THE

**BIRBAL SAHNI INSTITUTE OF
PALAEOSCIENCES**

Campus at

LUCKNOW-226 007

BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES

(An Autonomous Institution under the Department of Science & Technology, Government of India)

53 UNIVERSITY ROAD, LUCKNOW -226 007

NOTICE INVITING TENDER

Sealed tenders (in Prescribed Form) in two bid system (Technical Bid and Commercial Bid) are hereby invited for rendering **Sanitation & Housekeeping services** at the Institute premises from the Contractors of the appropriate class who have working experience of cleaning and sanitation work at research laboratories at least Five years in Central/ State Govt./ Autonomous bodies /public sector undertaking Institutions/ Govt. Hospitals amounting to Rs. 30 lacs in a single contract in a year.

The Tender form should submit the technical and financial bids separately. The bids in Sealed Cover-I, containing "**Technical Bid**" and Sealed Cover-II, containing "**Financial Bid**" should be placed in a third sealed cover superscribed "**Tender for sanitation Services**" and reach BSIP before 1700 hrs on or before 16th April, 2020. The technical bids shall be opened on the next day (17th April, 2020) at 1500 hrs at BSIP.

The tender document can be downloaded from 25th March, 2020 upto 16th April, 2020 from the Institute website www.bsip.res.in. Those who download the tender document from website should enclose an additional DD for **Rs.2,360.00** (Tender fee including 18% GST) along with their tender bid in the Cover-I "Technical Bid. The bid security (EMD) of **Rs.2,50,000.00 (Rupees Two Lakh Fifty Thousand only)** should also be paid by Demand Draft in favour of the Director, BSIP Lucknow.

Any future clarification and/or corrigendum(s) shall be communicated through BSIP on the Institute website www.bsip.res.in

REGISTRAR

**TENDER NO. BSIP/.....
FOR
Sanitation & Housekeeping Services at BSIP Lucknow**

Section I - Invitation for Bids

1.1. Introduction of the Project

The Birbal Sahni Institute of Palaeosciences erstwhile Birbal Sahni Institute of Palaeobotany, established in the year 1946, was an outcome of vision of Prof. Birbal Sahni, is an autonomous Institute under the Department of Science & Technology, Government of India, New Delhi, dedicated to both fundamental and applied aspects of plant fossil research. This world renowned centre of excellence has been pursuing researches on Archaean to recent sequences. An Integrated and multidisciplinary approach is practiced in BSIP to make Palaeosciences more relevant in the 21st century.

Sealed Tenders are invited by the Registrar, Birbal Sahni Institute of Palaeosciences, Lucknow under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing **Sanitation & Housekeeping Services at BSIP Lucknow** located at the address mentioned for one year (extendable to further Two years) on the same terms and conditions mentioned in the tender document:

Estimated Cost of Tender: Approximately Rs. 50,00,000/- (Rs.Fifty Lakhs Only)

1.2. Issuer of the RFP:

The Registrar,
Birbal Sahni Institute of Palaeosciences,
53, University Road, Lucknow
Ph.No. 0522 - 2742903
Email Id : registrar@bsip.res.in
Website: www.bsip.res.in

Any proposal received at Institute by bidder after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4 will be summarily rejected. BSIP Institute shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

1.3. About the RFP Document:

- a. This RFP provides information regarding the Procurement of Services, Scope of Work, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As it should be clear from the Scope of the proposed Project, BSIP seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and the Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

e. Manual bids shall be accepted:

The manual bids shall be submitted at -

**The Registrar,
Birbal Sahni Institute of Palaeosciences,
53, University Road, Lucknow - 226007**

1.4. Key Events & Dates

RFP Document is available at www.bsip.res.in

<u>Sr. No.</u>	<u>Events</u>	<u>Date and Time</u>
1.	Uploading/Publication of Tender Documents	
2.	Downloading of Tender Documents	
3.	Last date of Bid Submission	at 1700 hrs.
4.	Technical Bid Opening	at 1500 hrs.
5.	Financial bid opening	
6.	Bid Security / Earnest Money Deposit (EMD).	INR Rs. 2,50,000.00 (Rs. Two Lac Fifty Thousands Only).
7.	Tender Fee and mode of fee submission	Rs. 2000.00 Plus GST @ 18% (Tender Cost- 2360.00) Mode of Fess Submission- Demand Draft in favor of “The Director, Birbal Sahni Institute of Palaeosciences, Lucknow”

1.5. Amendment of RFP Document:

At any time till one days before the deadline for submission of bids, the BSIP may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through BSIP website notice board. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The BSIP also reserves the rights to amend the dates mentioned in the **Section 1.4** of this RFP for Bid process.

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The Sealed Tenders are invited by the Registrar, Birbal Sahni Institute of Palaeosciences, Lucknow under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for **Sanitation & Housekeeping Services at BSIP** located at the address mentioned below for one year (extendable to further two year) on the terms and conditions mentioned in the tender document.

1.2 ELIGIBLE BIDDERS:-

- 2.1. All agencies who are providing similar kind of services for at least three consecutive years and having **annual average turnover of Rs.20,00,000/-** during the last three financial years as per the books of accounts.
- 2.2. The bidder should have the minimum three year completions of similar works, as on closing date of bid in Research laboratories/Central/ State Universities /Autonomous Institutions/ Public Sector Undertakings of the Government of India or Government of Uttar Pradesh or Public Sector Banks or Local Bodies/Municipalities experience or completed satisfactorily services at least **3 works** of similar nature with CSIR, DST, IIT;s NIIT;s , PSU's or central or state funded organizations during the **last 5 years**.

2. QUALIFICATION OF THE BIDDERS:-

- 3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney or authorizing the signatories of the bid to commit each member of the Partnership/firm/ Company.
- 3.2. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership of full details of ownership and control of each member thereof.
- 3.3. Bidder or members of a partnership venture shall submit/upload a copy of GST Registration & PAN Card/Tan No. under relevant rules.
- 3.4. Bidder must submit/upload copies of all documents required, duly self-attested, along with technical bid of the tender and EMD/Bid Security should be submitted with Technical Bid .

- 3.5. Each Bidder (each member in the case of partnership firm) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the BSIP, Lucknow subsequently finds to the contrary, the Institute reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- 3.7. The Incorporation certificate of Company/Firm/partnership firm deed should be submitted with the bid.

3. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in partnership venture. If a bidder or if any of the partners in a venture participate in more than one bid, the Bids are liable to be rejected.

4. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the BSIP will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5. BID VALIDITY

Bids shall remain valid for **90 days** after the opening date of Bid. **A Bid valid for a shorter period will be rejected out-rightly as non-responsive.**

6. TENDER DOCUMENTS:-

6.1. Contents of Tender Documents.

6.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for **Sanitation Services at BSIP:**

- a. Notice of Invitation of Tender:
- b. Terms and Conditions:
- c. Tender form for Sanitation Services at BSIP (Annexure-I):
- d. Scope of Work (Annexure-II):

- e. Evaluation Criteria for Technical & Financial Points (Annexure-III):
- f. Check list for Pre-qualification Bid (Annexure-IV)
- g. Undertaking on stamp paper of Rs. 10.00 (INR)(Annexure-V)
- h. Form of Bank Guarantee for Bid Security (Annexure-VI)
- i. Financial Bid (Annexure-VII)
- j. Affidavit (Annexure-6)

6.1.2. The bidder is required to provide Sanitation Services to this Institute and is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the BSIP Campus and is aware of the operational conditions prior to the submission of the tender documents.

6.1.3. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.4. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

6.1.5 This tender is non transferable.

7. CLARIFICATION OF TENDER DOCUMENT:-

7.1. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of Registrar, BSIP not later than one week before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the BSIP shall be uploaded on the website as Addendum.

7.2.. Except for any such written clarification by the BSIP, which is expressly stated to be an addendum to the tender document issued by the Office of Registrar, of the Institute, no written or oral communication, presentation or explanation by any other employee of the University shall be taken to bind or fetter the University under the contract.

8. PREPARATION OF BIDS:-

8.1. Language:

The bids shall be in English and all accompanying document may be in English/ Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2 Documents Comprising the Bid:

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments/ addendum issued shall be deemed as incorporated in the Bid.

- 8.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid through manual mode to The Registrar, BSIP, Lucknow as on before the closing date.
- 8.2.2. A copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be uploaded on the website to acknowledge the acceptance of the same.
- 8.2.3. The bidder except Micro & Small Enterprises (MSME) shall submit Bid Security/EMD amount of **Rs.2,50,000/- (Rs.Two Lakh Fifty Thousand Only)** in form of Demand Draft, Bankers Cheque , Fixed deposit , Bank Guarantee from scheduled Commercial bank in **favor of The Director, BSIP, Lucknow**. Tenders not accompanied with requisite EMD will be rejected out rightly. Bid security will remain valid for a period of 45 days beyond the final bid validity period and no interest will be payable on EMD.
- 8.2.4. The Institute may accept bids without EMD from those bidders who are registered with the MSME / National Small Industries Corporation (NSIC). Valid certificate must be Submitted /uploaded with technical bid for EMD Exemption.
- 8.2.5. The Bidder (each member in case of partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2 (a) (b) and(c), completed in preceding three ,which were similar in nature and complexity as in the present contract requiring sanitation services.

8.3. Bid Prices:-

- 8.3.1. Bidder shall quote the rates for sanitation & housekeeping services as mentioned in the BOQ in Indian Rupees for the entire contract on a “single responsibility basis” such that the Tender price covers contractor’s all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the sanitation & Housekeeping services at Birbal Sahni Institute of Palaeosciences, Lucknow. The quoted rates will be final and no other charges (manpower Charge) will be payable out of award value.
- 8.3.2. Conditional bids /offers will be summarily rejected.

8.4. Form of Bid:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached and uploaded.

8.5. Currencies of Bid and Payment:-

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

8.6. Duration of Contract:-

The contract shall be valid initially for one year and the Institute reserves the right to curtail or to extend the validity of contract on the same rates on the basis of performance of services and terms & conditions. However, contract will be extended for further two years on the basis of performance on same terms and conditions.

8.7. Bid Security/ EMD :-

- 8.7.1. The Bidder /Contractor except Micro & Small Enterprises (MSME) shall submit **Bid Security/EMD amount of Rs 2,50,000/- (Rs. Two Lakhs Fifty Thousand Only)** in form of Demand Draft, Bankers Cheque , Fixed deposit , Bank Guarantee from scheduled Commercial bank in **favor of The Director, BSIP, Lucknow.** in a sealed envelope super-scribed “ **EMD for tender Sanitation services at BSIP, Lucknow**” on or before the closing date of bid to **The Registrar , Birbal Sahni Institute of Palaeosciences, Lucknow 226007 failing which the bids will not be considered .**
- 8.7.2 The Institute may accept bids without EMD from those bidders who are registered with the MSME / National Small Industries Corporation (NSIC). Valid certificate must be submitted/ uploaded with technical bid for EMD Exemption.
- 8.7.2. The Bid Security /EMD will remain valid for a period of 45 days beyond the final bid validity period 90 days. Any Bid not accompanied by Bid Security shall be rejected.
- 8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract and No interest will be payable on EMD/ Bid security.
- 8.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security or it may be adjusted with PBG by the Institute and after signing the agreement.
- 8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Bid validity.
- 8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

8.8. Format and Signing of Bid:-

- 8.8.1. The bidder shall attach copy of the Tender document and addenda/ Corrigendum, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 8.8.2. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Institute.

9. SUBMISSION OF BIDS:-

- 9.1.1. The bidder shall submit the Technical Bid and Financial through Manual bids only.

9.1.2. Technical Bid:-

The Technical Bid should consist of self attested legible scanned/Xerox copy of following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of **Rs.2,50,000/- (Rs. Two Lakh Fifty Thousand Only)** in the form of Bankers Cheque , Fixed deposit , Bank Guarantee from scheduled Commercial bank in **favor of The Director, BSIP, Lucknow** in a sealed envelope super-scribed “ **EMD for tender of Sanitation Services at BSIP, Lucknow**” on or before the closing date of bid to **The Registrar , Birbal Sahni Institute of Palaeosciences, Lucknow 226007 failing which the bids will not be conceded.**
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also (As per Annexure I);
- (c) Self attested legible copy of PAN / TAN card under Income Tax Act;
- (d) Self attested legible copy of GST Registration Number;
- (e) Self attested legible copy of Valid Registration Certificate Copy / Incorporation certificate copy of the Agency/Firm/ Company.
- (f) Self attested legible copy of valid Provident Fund Registration Number; if applicable
- (g) Self attested legible copy of valid ESI Registration Number; if applicable.
- (h) Self declaration for NON- Blacklisted by any Government Organization on a stamp paper of Rs. 10.00
- (i) Self attested legible Proof of Average Annual turnover certificate duly signed by Chartered Accountant as stated in Clause 2.1 supported by audited Balance Sheet of last three Financial Years. (2016-17, 2017-18 & 2018-19)
- (j) Self attested legible Proof of past experience as stated in Clause 2.2. (a), (b) and (c) supported by documents / work orders issued by the concerned organizations;
- (k) Duly filled and signed Annexure- I, V, VI & VII.

9.1.3. Financial Bid

9.1.4. A complete price in Rupees in the prescribed Performa of BOQ must be filled and duly signed by authorized person.

9.1.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

Address of the Institute:

**The Registrar,
Birbal Sahni Institute of Palaeosciences,
53 University Road, Lucknow- 226 007**

9.2 Late and Delayed Tenders:-

9.2.1. The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.

10.1 Bid Opening and Evaluation:-

10.1.1. The authorized representatives of the Institute will open Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.

10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation (as per annexure-IV) in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids:-

10.2.1. The Institute is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. The Institute may terminate the contract if it is found that the agency is blacklisted on previous occasions by the any of the University/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The Institute may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

10.2.4 While submitting the tender for this work, the renderers shall be **deemed to have read, understood and accepted** all the terms and conditions stated in the tender document. Any doubts or clarifications with regard to the interpretation of the Terms & Conditions stipulated in this Tender Enquiry shall be got clarified from Registrar , BSIP at least 07 days before tender opening date. Requests for postponing the tender opening date for the same shall not be accepted.

11.1 Award of Contract:-

11.1.1. The Institute will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions on L1 basis incorporated in the bidding document.

- 11.1.2. The Institute will communicate the successful bidder by Email or speed post / registered letter. This letter (hereinafter and in the condition of contract called the “Letter of Offer/Work order”) shall prescribe the amount which Institute will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute a contract agreement within a period of 15 days from the date of issue of Letter of Offer.
- 11.1.4. The successful bidder shall be required to furnish a Performance Security, which will be the 10 % (Ten percent) of the total value of contract, within 15 days of receipt of “Letter of Offer” in the form of an Account payee Demand Draft, Fixed deposit Receipt, from a scheduled commercial bank, or Bank Guarantee from a scheduled commercial bank in an acceptable form (Annexure-IX) in favor of **Director, BSIP, Lucknow**. The Performance Security shall remain valid for a period of Sixty days (60 days) beyond the date of completion of all contractual obligations of the contractor including warranty obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.
- 11.1.6. Bid Security will be refunded to the successful bidder on receipt of Performance Security.
- 11.1.7. Notwithstanding the above, the Accepting Officer reserves the right to seek previous work orders, references etc. and to accept or reject any tender and to cancel the process and reject all tenders at any time prior to award of contract.
- 11.1.8. The tenderer whose rate is accepted shall be notified for the award of contract by the Accepting Officer prior to expiration of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and shall be integral part of the contract concluded on the basis of this Tender Enquiry.
- 11.1.9. In case of two firms offering the same lowest net bundled prices, then only the past experience for similar kind of work by the firm shall be considered for evaluation purpose. The decision of the Department shall be final and binding.
- 11.1.10. **Cost of complete work shall be taken for comparing bid and contract shall be awarded to the lowest bidder (L1).** The tenderer shall quote on the latest minimum wages (pay & allowances) to be paid to the workers as laid down by the Central/State Govt. (whichever is higher). The tenderer shall provide the latest copy of the government notification along with their tender to support this fact. BSIP reserves the right to disqualify the tenderer, if he fails to satisfy BSIP that minimum wages are not been paid to the workers or contravenes any of the provisions of the Contract Labour (Regulation And Abolition) Act 1970 or any of the statutes applicable to him for the time being in force.

Liquidated Damages-

- 11.1.11. In case the firm does not comply to the terms & conditions mentioned in the contract, action shall be taken against the firm to recover from the contractor as agreed liquidated damages including administrative expenses (not by way of penalty), a sum equivalent to ½ % of total contract amount per week and the total damages so claimed shall not exceed 10% of the total contract amount.
- 11.1.12. The Institute reserves the right to conclude similar Contracts with a number of firms which may be the most economical to it or suitable to its requirements.

TERMS AND CONDITIONS OF CONTRACT

1. The manpower engaged shall be medically fit & qualified as per relevant work & trade rules and practices.
2. The agency involved should have approved relevant from authorized state/ central licensing body if applicable.
3. It will be the sole responsibility of the contractor that the engaged personnel are adequately trained and the Institute will not be liable for any mishap, directly or indirectly.
4. The condition of official hygiene and other relevant works will be periodically checked by the Registrar of the Institute, or any person authorized by him based on certain objective criteria which are decided to measure level of assigned work and the contractor has to abide by those criteria. These are as follows:
 - (a) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 8(a) shall be levied.
 - (b) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.1000/- for each such incident or as per liquidated damages clause shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.
 - (c). In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Director , BSIP reserves the right to impose the penalty .
5. The Institute reserves the right to cancel or reject all or any of the tender without assigning any reason.
6. The contract can be terminated at any time by giving a Notice of one month in advance from either party, without assigning any reason. Any complaints pending on the day of giving notice and also the expiry of the Notice served shall have to be attended to in accordance with the terms & conditions of the contract.
7. Any act on the part of the tendered to influence anybody in the Institute is liable to rejection of his tender.
8. The contractor shall engage the men whose age shall be between 18-50 years.
& The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labor Act, Minimum Wages and (Contract Labor Regulation Abolition Act 1970), EPF & ESIC Act etc. with regard to the personnel engaged by him for works. It will be the sole responsibility of the contractor to provide details of manpower deployed by him, in the Institute.
9. The contractor shall be liable for all legal benefits to his staff as per relevant rules and regulations. The institute will not be responsible for any staff of contractor.

10. The Institute shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
11. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
12. The antecedents of staff deployed shall be got verified by the contractor from local police authority if seems required and an undertaking in this regard to be submitted to the Institute and Institute shall ensure that the contractor complies with the provisions.
13. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
14. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control.
15. The staff engaged by the contractor shall not accept any gratitude or reward in any shape.
16. The contractor will not be held responsible for event of force majeure.
17. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss can be claimed from the contractor up to the value of the loss.
The decision of The Director will be final and binding on the contractor.
18. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor (If applicable) for the Institute.
19. Before submitting Tender, the tenderer shall inspect the Campus to fully acquaint himself/herself about the condition with regard to accessibility of site, nature and extent of ground working condition of site, and locality including stocking of materials, Installations of Tools and Plants etc., conditions affecting accommodation and movement of labourers etc., required for the satisfactory execution of the work Contract. No claim whatsoever of such account shall be entertained by the employer in any circumstance.
20. The schedule of quantities, details of works/services to be rendered, schedule of materials and special conditions form the basis of this Contract. The decision of the Director, Birbal Sahni Institute of Palaeosciences in reference to all matters of dispute as to materials and workmanship shall be final and binding on the Contractor.
21. The term of the present Contract is for one year, which can be extended for further period of 24
22. months on the same terms and conditions as herein contained. However, the contract can be terminated by giving one month's notice to the tenderer without assigning any reason whatsoever, or even forthwith if the tenderer fails or neglects to render any of the said services to the satisfaction of the Institute or commits breach of the contract.
23. Efficiency is the essence of this Contract. The tenderer undertakes to provide the services set out above efficiently and maintains the standards of cleanliness required from him/her under the Contract. In case of failure to provide such services, the tenderer shall pay/authorize the Institute to deduct the sum equivalent to the actual expenditure which should have incurred on job not done or not properly done plus 10% as liquidated damages, from any payment due, to the contractor.

24. During the Contract, the contractor shall at his/her own cost employ, pay for and provide specified number of staff to render the aforesaid services to the Institute and shall be solely responsible for the payment of their salaries, remuneration and/or other dues including bonus or other emoluments whatsoever to which his/her staff will be entitled under any law for the time being in force or which may come in force during the Contract.
25. The Institute will provide the space to store materials and other implements required to be used by the tenderer for rendering the aforesaid services during the continuance of the Contract.
26. The Institute shall permit the contractor to consume reasonable amount of water and electricity free of charge for rendering the services contracted for.
27. The tenderer shall provide uniform along with name plate to all his/her employees within one month of award of work positively, otherwise a deduction @ 1% of billed amount will be made from his/her bill amount till the required uniforms along with name plates are provided to all his/her employees.
28. Acid shall not be used by contractor for cleaning of fixtures. If the tenderer is found using the acid and with the result any fitting is damaged, he/she shall be required to replace the same at his/her cost.
29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
30. In case of absence of any of the above mentioned workers without providing suitable replacement, an amount of Rs.500 per day shall be recovered as liquidated damages per person per day of absence or deduction will be done as per liquidated damages clause. However, penalty can be waived off by Institute in case of natural calamities or situations beyond the control. In case the firm does not comply to the terms & conditions mentioned in the contract, action shall be taken against the firm to recover from the contractor as agreed liquidated damages including administrative expenses (not by way of penalty), a sum equivalent to ½ % of total contract amount per week and the total damages so claimed shall not exceed 10% of the total contract amount.
31. All the above workers must be qualified & experienced in their relevant field & capable to perform their duties.
32. Wages should not be less than the prescribed minimum wages by the central government as per his/her concerned wage category.
33. Uniform, Identity Cards, Name Plates have to be provided to each and every Staff. Bio-Data of each staff should be maintained and whenever asked for will have to be shown/provided immediately.
34. "NOTICE TO PROCEED" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.
35. If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the Fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The partnership shall not be altered without the approval of the Institute.
36. The contract period shall be Twelve months from the date of the commencement (as mentioned in Notice to Proceed).
37. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

38. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the contractor.
39. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
40. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
41. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Central or Uttar Pradesh Works Contract Act or any other regulatory authorities. (Wherever applicable).
42. Only physically fit personnel shall be deployed for duty by the contractor.
43. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor.
44. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the contractor.
45. If any underpayment is discovered, the amount shall be duly paid to the contractor by the Institute.
46. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute.
47. **The contractor is supposed to provide the mandatory /essential consumable items for sanitation of Institute premises as defined in tender form.**
48. **Force Majeure:-** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

49. Termination of Contract –

(i) On expiry of period given in the contract. Further, the contract can be terminated at any time during the currency due to bad/delayed performance established on the part of the contractor or any such material complaints.

(ii) The contract can be terminated at any time by giving a Notice of one month in advance from either party, without assigning any reason. Any complaints pending on the day of giving notice and also the expiry of the Notice served shall have to be attended to in accordance with the terms & conditions of the contract.

(iii) The tender is not transferable. The empanelled firm is not permitted to enter into any sub-contract with any firm. If any such contract comes to the notice of BSIP, the contract will be terminated.

(iv) The contract can be terminated on account of Non-compliance of the terms & conditions mentioned in the tender document and instructions given to the vender from time to time by the Department, in connection with execution of work.

50. JURISDICTION OF COURT:- The courts at Lucknow shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

51. Payments & bills: -

51.1. Payment:

51.1.1. Contractor shall pay his employees within 07 days of completion of each month.

51.1.2. The monthly bill of the contractor should be annexed with individual manpower attendance sheet. Without attendance sheet no payment will be made to the contractor. It is the sole responsibility of the contractor for compliance.

51.1.3. All the payments shall be based on minimum wages as per Central Government rates updated with variable DA by Central Labour Commissioner.

51.1.4. Contractor shall ensure that the payment of employees is done directly to the individual's bank account or by cheque and the proof of payment shall be submitted to Institute with monthly bill.

51.1.5. Payment shall be limited to the amount for which documentary proof is submitted.

51.2. Bills: -

51.2.1. The payment to the contractor shall be made on monthly basis.

51.2.2. The contractor shall provide a copy of document furnishing the monthly payments made to the workman, duly certified by officer Incharge BSIP to monitor and ensure the minimum wages are paid to the workmen as the contract labor (regulation & abolition) act 1970 as amended from time to time.

51.2.3. Contractor shall submit bill on detailed cost for the number of man days supplied along with material cost etc.

51.2.4. The contractor shall submit following documents with bill:

i. Attendance sheet duly signed by DST representative.

ii. Salary statement

iii. Proof of EPF treasury challans, ESI/ Insurance, Gratuity, Bonus etc.

iv. Monthly statement of wages.

v. Proof of GST deposited for previous months.

51.2.5. Bill shall not be processed without above mentioned documentary evidence.

51.2.6. Payment towards all the Govt. levies/ taxes, as applicable shall be contractors responsibility. If any complaint is received from any person of the contractor regarding non- payment of full salary, the contract will be terminated without any notice/ clarification.

SPECIAL CONDITIONS FOR RFP

Manpower Requirement : -

1. The contractor shall employ **Supervisors (01 Nos.- Semiskilled)** and cleaning **personnel (15 Nos.- Unskilled) (Total-16 Nos.)** for housekeeping 7 sanitation services. The number of manpower may increase or decrease as per the requirement of this Institute as per rule.
2. The contractor shall ensure the availability of specified number of manpower throughout the period of the contract.
3. Contractor is to designate a dedicated person (Coordinator) apart from above mentioned manpower for deployment of contract manpower and maintaining various records like attendance, salary, leave etc.
4. Proper record of the staff engaged by the tenderer will be maintained by the gate security for the Contractor which will be produced daily before the nominated officer. Variation of one-labor only, shall be allowed in the day-to-day engagement of staff and the Institute will recover Rs.500/-per day per labour for short supply of labours if the number falls short of the above permissible variation. The Institute shall not be liable to pay for additional labours beyond the above stated permissible limit. If, however, additional labour is specifically required on any occasion, payment to the tenderer shall be made at the same rate, at which deduction is made. No minor labours shall be engaged by the contractor.
5. The services of the Contractor shall be available on all working days including Saturdays for 8 hours per day from 0830 hours to 1700 hours with half an hour lunch break. However, for some specific requirements for Offices/Laboratories, the Institute may alter the days and timings to suit the specific requirements.
6. The Contractor shall provide cleaning and other materials like detergents, towels and antiseptic, etc., as provided in the schedule annexed hereto and failure to do so, the Institute shall purchase the materials from open market and debit the same with 10% service charges to the account of the Contractor, which will be recoverable from his monthly bills or any other payment due to him.
7. The cost of all tools and plants and materials etc., used in dusting, sweeping and cleaning the premises and also the cost of soap cakes, liquid soap, toilet paper rolls, odonil purifiers and sufficient number of plastic mugs etc., for the use in the toilets are included in the contractual payment and that no extra amount will be claimed by or paid to the Contractor towards the cost of these items.
8. All the material used for the work shall be of approved quality and the Institute reserves the right to check the materials brought for cleaning at any time and to reject them, if not found suitable.
9. The staff employed by the Contractor for rendering the services as contract will be the employees of the tenderer and will be on his/her pay-rolls and they shall receive instructions from the Contractor for their duties to be carried out by them and for effective discharge of the aforesaid duties. The Institute will in no way be responsible for these laborers employed by the Contractor.
10. The Contractor will ensure that the character and antecedents of the workers are verified before deployment, copy of above to be submitted to the office.
11. The Security Money deposited by the tenderer may be forfeited in the event of tenderer's failure to fulfill any of the obligations under the agreement and unless so forfeited, it shall be refunded to the tenderer on the expiry or termination of the agreement. The security money shall not carry any interest whatsoever.

12. That except as provided above, all disputes and questions arising out of this agreement whether during the currency of the Contract or thereafter shall be referred to the sole arbitration of Director, Birbal Sahni Institute of Palaeosciences, Lucknow or any other person appointed by him and the decision of the arbitrator shall be final, conclusive and binding on the parties to this Contract.
13. The tenderer shall comply with the provisions of all labour laws including Employees State Insurance Act, Workmen's Compensation Act, Payment of Minimum Wages Act 1948, Employees PF Act, etc., and timely payment of all their dues in respect of the employees engaged by him/her for rendering the aforesaid services. The Contractor shall keep the Institute absolved from all acts and omissions, faults, breaches and/or claims, demands, loss, injury and expenses to which the Institute may be put or involved as a result for tenderer's failure to fulfill any of the above obligations and the Institute shall be entitled to recover any such losses or expenses which it may have to suffer on account of such claims, demands, loss, injury, damaged or court orders from the Contractor's monthly bill or from Security Deposit or from any money due to the Contractor without prejudice to its any other right under the law.
14. Renewal up to two more years on yearly basis can be considered after review of performance without any escalation in contract cost, terms & conditions.
15. In case of extension of the contract for a limited period, if required, the contractor shall continue the service. For this period, cost of the running contract shall be considered without any escalation.

OBLIGATION OF THE CONTRACTOR:-

1. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
2. The contractor shall maintain the following Registers as per contract Labour (Regulation & Abolition) Act 1970:-
 - i. Register of Workman as per Form XIII of Rule 75.
 - ii. Register of wages as per Form XVI of Rule 78.
 - iii. Employment Card as per Form XIV of Rule 76.
 - iv. Muster Roll Register as Form XVII of Rule 78.
3. The contractor shall ensure strict compliance of the provisions of Workman's Compensation Act.
4. The contractor or his authorized representative having special power of attorney shall attend the office whenever required and shall be available during inspection.
5. The Institute will deduct Income Tax at source (TDS) under Section 194-C of Income Tax Act and GST (If Applicable) from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

6. Dispute Resolution:-

- a.** Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities & representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director of the Institute .
- b.** The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Lucknow.

TENDER FORM FOR PROVIDING AMC of SANITATION SERVICES AT BSIP, LUCKNOW

1. Cost of tender : Rs

Affix duly Attested P.P. Size recent Photograph of the prospective Bidder.

2.	Due date for tender	
3.	Opening time and date of tender	
4.	Names, address of firm/Agency and Telephone numbers.	
5.	Registration No. & copy of the Firm/Agency/ Company	
6.	Name, Designation, Address	
	and Telephone No. and Email Id of authorised person of firm/agency/company to deal with institute .	
7.	Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Or company Name and Address and Telephone No. of Directors/partners should Specified.	
8.	Copy of PAN/TAN and GST No. issued by Income Tax Department with photocopy of previous three Financial Year's Income Tax Return.	
9.	Provident Fund Account No.	
10.	ESI Registration Number	

11.	License number under Contract Labour (R&A) Act, if any.	
12.	Details of Bid Security/EMD deposited:	
	(a) Amount	: Rs. (Rupees in word also)
13.	Details of ISO Certification:	
14.	Any other information:	
15.	Declaration by the bidder:	

16. Character Certificate from District Magistrate (Please attach attested copy)

.....

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 abide by them.

(Signature of the bidder)

Name and Address (with seal)

ANNEXURE-II

SCOPE OF WORK, AT BSIP ,LUCKNOW

The work/services, which are to be rendered and provided by the Contractor to the Birbal Sahni Institute of Palaeosciences, will be as follows:

- i. Proper and efficient cleaning and sweeping of all the floors, lawns, toilets, urinals, wash basins, sinks in laboratories, sanitary fittings, fixtures and looking mirrors using Vim/liquid soap/detergents, sprinkling of Phenols/Surfexo/Sanifresh, etc.
- ii. Providing sanitary cubes, air purifiers (Odonil), naphthalene balls, tissue papers. Liquid soap, etc., and supplying of washed towels in the toilets.
- iii. Removal of blockage in toilets/sewer, waste water lines and disposal of all waste, grass and debris, etc.
- iv. Dusting of all items of Office and Laboratory furniture's (wooden, steel and upholstered) Fixtures, partition walls, doors, windows, almirahs, cup-boards, mirrors, notice board, flower vases, art-object, etc., provided in all the places at the time of opening of the office.
- v. Brasso-polishing (of good quality) of all brass works, shifting of furniture for functions, lectures, seminars, meetings, etc.
- vi. Cleaning of underground and overhead water storage tanks and flower ponds, loading and unloading of excursion materials, Diesel Jerricans.
- vii. Any other work assigned by the Institute's authorities related to the Sanitation Services.
- viii. Roof tops, down water pipes and chajja tops of buildings will be checked for vegetation growth and loose leaves etc and shall be cleaned every three months.
- ix. Shifting of office furniture/ equipment etc as and when required.
- x. Contractor shall provide uniform with badges, apron, helmet/caps, gloves, boots and other required protective gears to its manpower and quoted rate shall be deemed to be inclusive of these items.

All the above services and any other work of similar nature as may be entrusted to the contractor from time to time by the Institute are to be rendered without causing hindrance or disturbance to the persons/Institute staff working before, during and after normal working hours and shall be carried out effectively and inconsonance and conformity with the standards of a neatly maintained institutional premises.

ANNEXURE-III

I. EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS

The technical evaluation will be done by the company's technical qualifications based on scope of work and experience, annual turnover, volume of work performed in preceding years, Staff on roll and other pre-qualification criterion prescribed in the Terms and Conditions of the contract by the Tender Evaluation Committee duly formed by Director for technical evaluation of tender.

On the recommendation of technical evaluation committee, those firms will technically qualified will be considered for opening of financial bid. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation and work will be awarded to lowest quoted firm.

Award Criteria: The BSIP will award the contract to the successful bidder whose bid has been determined to be substantially responsive and best evaluated bid provided that bidder is found eligible in technical criteria. The financial bids of only technically qualified bidders will be opened and the lowest quoting agency will be awarded the contract. In case more than one bidder quotes the same service charge, then the bidder having maximum ***number of work orders in the government sector pertaining to supply housekeeping & sanitation services (not less than 16 nos. of manpower in each work order) will be reckoned as L1 (work order pertaining to supply of manpower with respect to security and sanitation will not be applicable)*** and the instructions, if any, issued by the Government of India in this regard will be followed accordingly. A list of L1, L2, will be prepared accordingly.

**CHECK-LIST FOR PRE-QUALIFICATION/TECHNICAL BID FOR SANITATION SERVICES AT
BSIP, LUCKNOW**

Sl.No.	Documents asked for	Confirmation (Yes/No)	Page No. at which documents is attached
1	Bid Security (EMD) of Rs.2,50,000/- (Rs. Two Lakh Fifty Thousand Only) to be submitted through as mentioned in favour of Director, BSIP, Lucknow.		
2	Tender fee Rs.2,000/- (Rupees Two Thousand Only) + GST Extra.		
3	One self-attested recent passport size photograph of the Authorized person of the firm/agency/company, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also. (Contact No. & Email id of Authorized person).		
4	Undertaking on a Stamp paper of Rs.100/- (Rupees One Hundred Only) as per format Prescribed in Annexure-VII) for PBG of Bid Security in not submitted in DD/Bankers Cheque/Fixed Deposit.		
5	Self-attested copy of the PAN/TAN No. & copy of the same should be attached (issued by the Income Tax Department) with copy Income Tax Return of the last three financial years.		
6	Self-attested copy of GST Registration No.		
7	Self-attested copy of valid Registration No./incorporation certificate of the firm/agency/company.		
8	Self-attested copy of valid Provident Fund Registration No.		
9	Self-attested copy of valid ESI Registration No.		
10	Self-attested copy of valid License No. Under Contract Labour (R&A) Act, 1970.		
11	Copy of Proof of experience or copy of work orders of last three financial years as specified in clause 2.2 of NIT (Notice Inviting Tender) along with satisfactory performance certificates from the concerned employers.		
12	Copy of Annual Income Tax Return of last three years supported by audited balance sheet (Clause 2.1) signed by Chartered Accountant.		
13	Copy of Man-Power on roll indicating the name of employee, EPF Number & ESI.		
14	Declaration of Non Black Listing certificate by authorized person to sign on stamp of Rs.10.00		

Note : Enclose copies of the relevant documents

Declaration

- a) It is certified that the information furnished above is correct to the best of our knowledge.
- b) We have gone through the terms and conditions stipulated in the tender document and confirm to abide by the same.
- c) I/We abide by the provisions of minimum wages act 1948, CLRA Act and other statutory. Provident Fund Act, ESI, Bonus, Gratuity, Leave and any other charges applicable from time to time will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the CLARA Act from time to time and shall be fully responsible for compliance of all applicable labour laws.
- d) I/We shall indemnify by submitting an indemnity bond in shape of an affidavit to indemnify the Institute from all statutory requirements and any obligations thereof.

SIGNATURE OF THE BIDDER WITH SEAL

(Name and Address of the Bidder)

Place :

Date :

(Please note that copy of all required documents as above shall be attached and **failure to attach** any one of the above said scanned/Xerox certificates/documents shall render the tender invalid or technically disqualify).

Signature of the Bidder

ANNEXURE-V

UNDERTAKING

To,

The Registrar
Birbal Sahni Institute of Palaeosciences,
Lucknow -226007

Name of the firm/Agency/ Company

Name of the tender Due date:

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide Sanitation Services as defined in tender by trained workers.
6. The firm is not Black listed on previous occasions by any of the Department/Institutions/Local bodies/Municipalities/Public Sector Undertaking etc. in Central Gov. or Govt. of Uttar Pradesh.

(Signature of the Bidder)

Name and Address of the Bidder.

Mobile No/
Telephone No.

Proforma of Bank Guarantee towards Bid Security

Date :-

To,

The Director
Birbal Sahni Institute of Palaeosciences,
53, University Road,
Lucknow 226007

Whereas (hereinafter called "the bid") has submitted his offer dated for Sanitation services (here in after called "the bid") against the purchaser's tender enquiry no. **BSIP/.....**

KNOW ALL MEN by these presents that We having our registered office at..... (herein after called the "Bank") are bound unto Birbal Sahni Institute of Palaeosciences, Lucknow 226007 (hereinafter called "BSIP ") in the sum of Rs. (Rupees only) for which payment well and truly to be made to the said Institute (BSIP), the bank binds itself, its successors and assignees by these presents. Sealed with the common seal of the said bank this day of..... 2020.

THE CONDITIONS OF THESE OBLIGATIONS ARE:

1. If the bidder withdraws or amends, impairs or derogates from the tenderer in any respect within the period of validity of this bid.
2. If the bidder, having been notified of the acceptance of its bid by University during the period of bid validity:
 - a. fails or refuses to execute the Agreement form if required.
 - b. fails or refuses to furnish the performance security, in accordance with the tender requirement.

We undertake to pay Birbal Sahni institute of Palaeosciences, Lucknow (BSIP, Lucknow) up to the above amount upon receipt of its first written demand, without BSIP having to substantiate its demand, provided that in its demand BSIP will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank _____

Name and designation of the officer _____

Seal, Name and address of the Bank/Branch _____

ANNEXURE-VII

FINANCIAL BID

(To be quoted on the Letter Head of the firm)

Table I: Provisioning of man power (Variable component of financial bid as per Central Government Wages Rates)

Sr. No	Man Power Description	Rates (In Rs./INR for per days) as per prevailing Minimum wages rates	No Of Manpower	Total Amount in Rs. per month(Rates per day * No of manpower *30 days)
1	Supervisors (Semi Skilled)		01	
2	Cleaning staff (Un-skilled)		15	
3	Total (1+2)		16	
4	EPF @.....On Sr. No. 03 above			
5	ESI@.....On Sr. No. 03 above			
6	Total Sr. No. (3+4+5)of above			
7	Service Charge @on Sl No.6 above (To be quoted by the firm & should be more than @ 2% and up to two decimal places only)			
8	Total Sl Nos. (6 + 7) above			
9	GST as applicable on Sl. No.8 above			
10	Grand total Sl Nos. (8+9) above and to be rounded off to next digit, if required			

Note: Payment will be made as per actual receipt & consumption of items for maintaining of premises.

Signature of the bidder (s) with stamp

Table II : Provisioning of Cleaning Material (Fixed Component of Financial Bid valid for throughout the period of contract) to be utilized for evaluating actual monthly consumption of items as per Table 1 of Appendix B

Sr. No.	Description of Item	Unit	Make/ Brand	MRP in Rs.	Monthly Qty requirement (Approx.)	Amount in Rs.
1.	Mansion Polish	5 KG			03	
2.	Duster	Adequate No.				
3	Odonil	60 No.				
4	Brasso (200ml)	05 No.				
5	Vim	25 Kgs.				
6	Sani Fresh	12 Nos.				
7	Ordinary Duster	Adequate Nos.				
8	Phenol	25 Ltrs.				
9	Naphthalene Balls	15 Kgs.				
10	Surfexo	15 Ltrs.				
11	Liquid Soap Colored Perfumed	15 Ltrs.				
12	Liquid Soap Container	15 Ltrs.				
13	Detergent soap	15 Kgs.				
14	Swab Floor	Adequate Nos.				
15	Baygon/Flit	10 Ltrs.				
16	Old Dhoti	18 Nos				
17	Tissue Paper Roll	25 Nos				
18	Flower Broom	20 Nos				
19	Nariyal Broom	10 Nos				
20	Danda Zharoo	10 Nos				
21	Hockey Brush	05 Nos				
22	Round Brush	05 Nos				
23	Jala Brush	05 Nos				
24	Urinal Pot Cubes	05 Kgs				
25	Room Spray	25 Nos				

Note: Payment will be made as per actual receipt & consumption of items for maintaining of premises.

Signature of the bidder (s) with stamp

Table III:

Sr. No	Description	Unit	Rate in Rs.	Qty	Amount (in Rs.)
1.	Provisioning of Manpower	Per month	As arrived at Table I of financial bid of ANNEXURE-VIII	01 Month	
2	Supplying of cleaning material required as per per Appendix-B (Consisting Table-I) except assets of contractor	Per month	As arrived Table II of financial bid of ANNEXURE-VIII	01 Month	
3	TOTAL COST per month				

Terms & conditions of Financial bid:-

1. The rate quoted against S.No.1 & 2 in Table III above shall include all expenditure like monthly salary. EPF employer's share, ESI or equivalent, other allowances, any type of taxes including GST etc.
2. The rate quoted against S.No.2 of materials required for the work shall also include material cost, transportation cost, operation cost, administrative cost, all taxes. The amount quoted under this description shall be converted to monthly basis for release of running account payment to the contractor during currency of contract, if eligible and claimed by the contractor.
3. Certified that the above mentioned rates other than service charges are in accordance with the Current Gov. Stipulations in Vogue.
4. The Service Charge Quoted herein must not be less than the applicable rate of TDS to be deducted by BSIP from his payable bills.
5. The rates should be written in figure and words. In case any discrepancy between the two , the amount written in words will be taken for consideration.
6. Any financial bid with overwriting or cutting will be disqualified.
7. The tender shall quote the amount as total cost of items as per Financial Bid.
8. The Financial Bid shall be free from any conditions. Conditional bid shall be rejected straightway and no representation in this regard shall be entertained.
9. If the minimum wages of Manpower is revised by the Government, the incremental wages will be paid by the Institute.
10. The estimated cost of monthly consumable materials required for BSIP, Lucknow (as given in financial Bid) campus amounts to total of Rs./- (..... only), which in general, should not exceed.
11. Bidder shall quote not less then **02 (Two)% Service Charge and up to two decimal places only.**

Signature of the bidder (s) with stamp

AFFIDAVIT
(On Rs. 100 non-judicial stamp paper duly notarized)

- i.** We have examined the complete bidding documents carefully and have no reservations to the said bidding document.
- ii.** We are not involved in any litigation that may have an impact on performance of services as required under this tender.
- iii.** We understand that any deviation/exception in any form may result in rejection of BID. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.
- iv.** We are not declared ineligible or black-listed by any Central/State Government/Public Sector undertaking in India.
- v.** The agency does not have any statutory dues of Government of India and / or State Government.
- vi.** No criminal case / police enquiry is pending against us or against our agency.
- vii.** I/ We shall indemnify by submitting an indemnity bond in shape of an affidavit to indemnify the Institute from all statutory requirements and any obligations thereof.
- viii.** We accept all the terms and conditions of these bidding documents and undertake to abide by them as mentioned in the tender notice no. _____ dated _____.

SIGNATURE OF THE BIDDER WITH SEAL

Place:-

Date:-