

## TENDER

No.14/17/2017-OIDB/

Date: 05.12.2017

### INVITATION OF BIDS FOR MECHANIZED CLEANING & ALLIED SERVICES

1. Oil Industry Development Board (OIDB) invites bids for mechanized cleaning, upkeep and other allied services from experienced and competent agency with sound technical & financial capabilities as per the following schedule:

Sl.	Item	Description
1.1	Scope of Work	Providing mechanized cleaning, upkeep & other allied service at OIDB Bhawan, Sector-73, Noida
1.2	Availability of Bid Document	Central Public Procurement Portal- eprocure.gov.in OIDB Website - www.oidb.gov.in
1.3	Bid Submission	Online submission - eprocure.gov.in Only
1.4	Earnest Money Deposit	Rs.2.50 Lakh through RTGS/NEFT in favour of OIL INDUSTRY DEVELOPMENT BOARD A/C No. 11084240909 State Bank of India, Main Branch, Parliament Street, New Delhi IFSC: SBIN0000691
1.5	Tender upload date	7.12.2017
1.6	Pre-bid Meeting Date	15.12.2017 at 11 A.M
1.7	Last Date for submission of bids	27.12.2017 up to 2 PM
1.8	Date of opening of Technical Bid	28.12.2017 at 3 PM

### 2. BIDDER'S QUALIFICATION CRITERIA (BQC)

- 2.1 Bidder should have successfully completed similar works in previous seven years.  
2.2 Bidder should have provided one similar service costing not less than Rs 1 Crore,  
OR  
2.3 Two similar services costing not less than Rs 60 Lakhs,  
OR  
2.4 Three similar services costing not less than Rs 40 Lakhs

Cont....

#### प्रधान कार्यालय :-

ओ.आई.डी.बी. भवन, 'सी' ब्लॉक, तीसरी मंजिल,  
प्लॉट नं. 2, सेक्टर - 73, नोएडा-201301, उ.प्र.  
फोन : 91-120-2594602, 603, 604 फैक्स : 91-120-2594630  
वेबसाइट : www.oidb.gov.in

#### पंजीकृत कार्यालय :-

301, वर्ल्ड ट्रेड सेन्टर, तीसरी मंजिल, बाबर रोड, नई दिल्ली-110 001  
फोन : 91-11-23413540

#### Main Office :-

OIDB Bhawan, 'C' Block, 3rd Floor  
Plot No. 2, Sector-73, Noida-201301, Uttar Pradesh  
Phone : 91-120-2594602, 603, 604 Fax : 91-120-2594630  
Website : www.oidb.gov.in

#### Registered Office:-

301, World Trade Centre, 3rd Floor, Babar Road, New Delhi-110 001  
Phone : 91-11-23413540

- 2.5 Bidder must have provided at least one similar service for office/Institution/Hotel/ Building having 3 Lac Sq. ft. or more area for at least two year.
- 2.6 The bidder must have an office in Delhi / NCR.
- 2.7 Average Annual Financial Turnover during the preceding three financial years should be at least Rs 1 Crore.

Similar Services Means: Mechanized cleaning, upkeep, pest control, façade cleaning, extending skilled services & allied services.

### 1.0 **BRIEF SCOPE OF WORK**

Brief scope of work includes but not limited to the following:

#### 1.1 FACILITY MANAGEMENT SERVICES (FMS)

Deployment of one experienced Supervisor and house boys. All materials, consumables like detergent / cleaning agent, disinfectant, scrubbers, naphthalene balls, repellents, sprayers, liquid soap, tissue paper / toilet papers, buckets, baskets, brooms etc. and cleaning equipment required for execution of the works to be supplied by the bidder at its cost and expense.

Total Area for housekeeping- 33,643 Sq. M. including 20,000 Sq. M of basement

- 1.2 Carpet cleaning inclusive of supply of chemicals and machines required for cleaning. Area of carpet - 3,710 Sq. M

- 1.3 Façade cleaning, mechanized/manual, through experienced and expert personnel including supply of all consumables required for façade cleaning consisting of DGU glasses, ACP sheet and granite stone surfaces.

Total façade area

Glass panel	7,700 Sq. M
ACP Sheet cladding	1,450 Sq. M
Stone cladding	8,500 Sq. M

- 1.4 Pest control inclusive of supply of material, consumables and aids required for pest control and fumigation etc.
- 1.5 Services of skilled & expert personnel like Lift Operators, Plumber, Receptionist, Audio/Video Operator, Assistant Facility Manager & Facility Manager.

### 2.0 **PERIOD of CONTRACT**

Contract shall be for a period of two years from the date of start of contract. However, the contract may be extended for a further period of one year on the same terms & conditions at the sole discretion of OI DB and subject to satisfactory performance. OI DB reserves the right to terminate the contract by giving 15 days' notice and without assigning any reason thereof.

### 3.0 **GENERAL**

- 3.1 Consortium/Joint Venture bids shall not be accepted.

- 3.2 Bidder should not be in the Holiday / Negative list of OI DB or any of PSU/Govt. department.
- 3.3 Bidder should not be under liquidation, court receivership or similar proceedings.
- 3.4 Bidder with negative net worth will not be considered barring PSUs approved by OI DB.
- 3.5 Experience of bidding entity only shall be considered. A job executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of experience criteria of the bidding document. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting experience criteria subject to submission of tax paid invoice(s) duly certified by Statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding company. Such bidders shall submit these documents in addition to the documents specified in the Bidding Document to meet 'Experience Criteria'.
- 3.6 In case of composite works comprising of other types of works in addition to the qualifying work stated above, then the value of such qualifying work out of total value of completed composite work, shall be considered for the purpose of evaluation.
- 3.7 If work order/ completion certificate does not indicate all activities as defined under "Similar Works" as mentioned earlier, then bidder should submit a certificate to this effect from the client correlating the work order/ completion certificate number or furnish the detailed Schedule of Rates (SOR) pertaining to the work order to verify that all the salient works had been undertaken while executing the contract.
- 3.8 Bidder shall furnish documentary evidence i.e. copy of work orders including Schedule of Rates (SOR), completion certificate, complete annual audited financial year statements including balance sheets, profit & loss accounts statement and all other schedules, self-certification of being not under liquidation, court receivership or similar proceedings, registration of bidder with National Small Scale Industries Corporation (NSIC) etc., in the first instance itself, in support of their fulfilling the Bidder's Qualification Criteria. OI DB reserve the right to complete the evaluation based on the details furnished without seeking any additional information.
- 3.9 All documents furnished by the bidder in support of meeting the BQC shall be signed and stamped by the bid signatory and shall be either duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

or

duly notarized by any Notary Public. However, in case of notarization, bidder shall also submit an Affidavit in the enclosed format at page 26 (Form B1) signed by the authorized signatory of the bidder.

Bidders may be asked to submit the original certified documents if found necessary. Bidder to note that submission of authentic documents is the prime responsibility of the bidder. Wherever OIBD has concern or apprehension regarding the authenticity/correctness of any document, OIBD reserves a right of getting the document cross verified from the document issuing authority.

- 3.10 In case, audited balance sheets and profit & loss account of immediate preceding financial year is not available for bid closing date, the bidder has an option to submit the audited balance sheets and profit & loss account of the three previous years immediately prior to the last financial year. However, for bid closing date bidder has to compulsorily submit the audited balance sheets and profit & loss account for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria.
- 3.11 Offer of bidder who has defaulted in the fulfillment of statutory requirement of the persons employed by it at any time will not be considered. Such bidders shall be considered to be on negative list of owner.
- 3.12 OIBD reserves the right to assess Bidder's capability and capacity to execute the work using in-house information by taking into account other aspects such as concurrent commitments and past performance etc.
- 3.13 Corrigenda/Addenda, if any, shall also be available on the referred web sites.
- 3.14 OIBD reserves the right to reject any or all the bids received at its discretion or annul the bidding process at any time without assigning any reason whatsoever.
- 3.15 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will be debarred from bidding in future.
- 3.16 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- 3.17 No sub-contraction & splitting of work is allowed. Total work shall be awarded to one agency only.
- 3.18 Bidder's authorized representative(s), shall attend the pre bid meeting on the prescribed day at the given venue. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre-bid meeting as utmost important and depute competent & senior person. However, in case any bidder does not attend the pre bid meeting, it shall be understood that bidder has a clear understanding of the scope & terms & conditions of the bidding document and does not have any comments/deviations to the requirements of the bidding document.

- 3.19 Bid shall remain valid for 120 days from the date of opening of bids.
- 3.20 OI DB reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or without any obligation to inform the affected Bidder of the grounds or the reasons for the Owner's action.
- 3.21 Successful bidder shall execute a formal contract with the OI DB within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper of appropriate value (Rs. 100/-). The cost of non-judicial stamp paper shall be borne by the Bidder
- 3.22 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids.
- 3.23 OI DB requires that the Bidder observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, OI DB defines, for the purposes of this provision, the terms set forth below as follows:
- a. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution;
  - b. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of OI DB, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive OI DB of the benefits of free and open competition.
  - c. "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what it purports to be; counterfeit, an imposter.
  - d. "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor (i) alters any writing of another without his authority (ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists. Utters any writing which he knows to be false in a manner specified in (i) & (ii) above.
- 3.24 OI DB may terminate the Contract if it discovers subsequently that the bidder had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.

- 3.25 In case, the information/ document furnished by the bidder forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, OWNER shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the Bidder and without any prejudice to other rights available to OADB under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.
- 3.26 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, OADB shall have full right to forfeit any amount due to the Bidder along with forfeiture of the Contract Performance Bank Guarantee furnished by the Bidder.
- 3.27 Further, any bidder which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of OADB debarring them from future business with OADB.
- 3.28 OADB reserves the right to change any condition of the tender before opening of bids. OADB also reserves the right to reject any or all the tenders without assigning any reason.
- 3.29 Micro or small enterprises registered with district industries centers or khadi & village industries commission or khadi and village industries board or coir board or national small industries corporation or directorate of handicrafts & handloom or any other body specified by micro, small and medium enterprises are entitled to exemption from submitting EMD subject to submission of valid certificate of MSE. Indian central public sector undertaking/enterprises shall also be exempted from submitting EMD subject to submission of required declaration in this regard.
- 3.30 Bids received from non-exempt bidders without requisite EMD shall be rejected.
- 4.0 COMPOSITE PERFORMANCE BANK GUARANTEE (CPBG)**
- 4.1 Within FIFTEEN (15) days from the date of notification of award of works by the OADB, the successful Bidder shall furnish the required security deposit/CPBG of Rs 5 Lakh in accordance with proforma enclosed. Failure of the successful bidder to comply with requirement shall constitute sufficient grounds for annulment of the award of work and forfeiture of EMD.

# PROPOSAL FORMS

FORMAT FOR DETAILS OF SIMILAR WORK DURING PAST ..... YEARS

S. No	Description of the Goods/works/ Services	FOA / LOA/PO/ WO No. and date	Full Postal Address & phone nos. of Client, Name, designation and address of Engineer/ Engineer-in-Charge (for cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Work / Services or supply of goods	Scheduled Completion Time (Months) Delivery Schedule	Date of Actual Completion/ Supply	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Pl refer instruction								

[Signature of Authorized Signatory of Bidder]  
 Name:  
 Designation  
 Seal:

Instructions:

- 1 Bidders are expected to provide details of the work meeting the Bidder Qualification criteria which shall be considered for qualification purpose.
- 2 Copies of Letter of awards/ Order/ Work Orders and completion certificate for all the works mentioned above shall be furnished.
- 3 The said documents, as mentioned at Sl.no.2 above, shall be notarized by any Notary Public along with an affidavit from the bidder in the prescribed format or duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) where audited accounts are not mandatory as per law.
- 4 It may be noted that in the absence of above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

**AFFIDAVIT**

(TO BE SUBMITTED ON A NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

AFFIDAVIT OF ....., S/o D/o \_\_\_\_\_, resident of \_\_\_\_\_  
 EMPLOYED AS \_\_\_\_\_ AS.....  
 WITH..... HAVING OFFICE AT..... PIN.....

I, the above named deponent do hereby solemnly affirm and state as under:-

- 1 That I am the authorized representative and signatory of M/s.....
- 2 That the document (s) submitted, as mentioned hereunder, by M/s ..... along with the Bid Document submitted under covering letter no. .... dated ..... towards Tender No. .... for..... (Project) has / have been submitted under my knowledge.

Sr. No.	Document Reference no. & date	Document subject	Issuing Authority

- 3 That the document(s) submitted, as mentioned above, by M/s ..... along with the Bid Document for meeting the Bid Qualification Criteria thereunder, vide covering letter no. .... dated ....., towards Tender No. .... for ..... are authentic, vide covering letter of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
- 4 That no part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the Owner to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
- 5 I depose accordingly.

**VERIFICATION**

**DEPONENT**

I, ..... the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at ..... on this ..... day of .....20....

**DEPONENT**

FORMAT FOR  
FINANCIAL CAPABILITY OF THE BIDDER

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NET WORTH FOR LAST AUDITED FINANCIAL YEAR:

[Signature of Authorized Signatory]  
Name: Designation: Seal:

PRESENT COMMITMENTS AS ON .....  
 (Specify the Date)

SR. NO.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER-IN-CHARGE	DESCRIPTION OF THE WORK	VALUE OF CONTRACT (RS)	DATE OF COMMENT-CEMENT OF WORK	SCHEDULED COMPLETION PERIOD	%AGE COMPLETION AS ON DATE	EXPECTED DATE OF COMPLETION	REMARKS

SIGNATURE OF BIDDER : \_\_\_\_\_  
 NAME OF BIDDER : \_\_\_\_\_  
 COMPANY SEAL : \_\_\_\_\_

COMPLIANCE TO BID REQUIREMENT

We M/s \_\_\_\_\_ hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by Oil Industry Development Board.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER : \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_  
COMPANY SEAL : \_\_\_\_\_

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped check

Please tick and ensure compliance:

(A) UNDER SECTION -2

- (A.1) Experience details as per FORM-A
- (A.2) Financial Details as per FORM-C
- (A.3) Audited Financial year Statements including Balance Sheet, profit and loss account and all other schedules submitted for the last three years.

YES

NO

- (A.4) Present Commitments as per FORM-D
- (A.5) Partnership Deed in case of partnership firm and Article of Association in case of limited company. In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of Registration of firm'
- (A.6) Declaration regarding Pl' as per FORM-J.

(B) UNDER SECTION - 3

- (B.1) Compliance to Bid Requirement as per FORM-E.
- (B.2) Reply to commercial questionnaire as per FORM-G with Bidder's reply/ confirmation for each Sl. No.
- (B.3) Reply to Technical questionnaire (if enclosed in bidding document) with Bidder's Reply/ Confirmation for each Sl. No.
- (B.4) Declaration by Bidder as per FORM-I

(C) UNDER SECTION - 4

(C.1) Technical Details/ Documents specified in Bidding Document.  
Submitted

(D) CONFIRM THE FOLLOWING

(D.1) All Documents pertaining to experience criteria are duly certified by the  
Statutory auditor/chartered accountant/notarized by the bidder

SIGNATURE OF BIDDER : \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_  
COMPANY SEAL : \_\_\_\_\_

**COMMERCIAL QUESTIONNAIRE**

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

SL. NO.	OIDB'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1	Confirm that your Bid is valid for 120 days from the date of opening of Bid.	
2	Confirm that Integrity Pact as per bid stipulations have been furnished along with bid.	
3	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
4	Confirm that the following documents are submitted with Part-I:	
a.	All documents as per CHECK LIST.	
b	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB/NIB	
c	Confirm that you have studied complete Bidding Document and your Bid is in accordance with the requirements of the Bidding Document.	
5	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	
6	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	
7	Confirm that adequate numbers of construction equipment, tools, tackles etc. shall be deployed to complete the work as per the time schedule.	
8	Confirm that you shall deploy adequate project/site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc.	
9	Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents as given in the SCC.	
10	Confirm that Bidder is not involved in any Litigation/ Arbitration with OWNER. In case of Litigation / Arbitration, if any, please furnish information about the same.	
11	Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.	
12	Confirm that the Bidder has not been banned OR delisted by any Government or Quasi Government agencies or Public Sector Units.	

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

COMPANY SEAL : \_\_\_\_\_

**BIDDER'S QUERIES**

SL. NO.	BIDDING DOCUMENT			SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PART / VOL.	PAGE NO.	CLAUSE NO.			

**NOTE :**

1. Bidder's Queries may be sent by fax to fax numbers ..... and also by e-mail to .....
2. Technical & Commercial queries, if any, must be submitted separately in editable format as per this format.

SIGNATURE OF BIDDER : \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_  
COMPANY SEAL : \_\_\_\_\_

DECLARATION BY THE BIDDER

FORM-1

We \_\_\_\_\_ (Name of the Bidder) hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement.

SIGNATURE OF BIDDER : \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_  
COMPANY SEAL : \_\_\_\_\_

NOTE : This declaration should be signed by the Bidder's representative who is signing the Bid.

DETAILS OF P.F. REGISTRATION

Bidder to furnish details of Provident Fund Registration

: PF REGISTRATION NO.

: DISTRICT & STATE

:

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

SIGNATURE OF BIDDER : \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_  
COMPANY SEAL : \_\_\_\_\_

**BIDDER'S GENERAL INFORMATION**

To

.....  
.....

1.1 Bidder Name : \_\_\_\_\_

1.2 Number of Years in operation : \_\_\_\_\_

1.3 Address of Registered Office : \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1.4 Operation Address if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1.5 Telephone Number : \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1.6 E-mail address : \_\_\_\_\_

1.7 Website : \_\_\_\_\_

1.8 Fax Number : \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1.9 ISO Certification, if any {If yes, please furnish details}

1.10 Banker's Name : \_\_\_\_\_

1.11 Branch : \_\_\_\_\_

1.12 Branch Code : \_\_\_\_\_

1.13 Bank account number : \_\_\_\_\_

1.14 Excise Registration number : \_\_\_\_\_

- 1.15 Excise Range : \_\_\_\_\_
- 1.16 Excise Division : \_\_\_\_\_
- 1.17 Excise Collectorate : \_\_\_\_\_
- 1.18 Service Tax Registration No. \_\_\_\_\_
- 1.19 Local ST No. : \_\_\_\_\_
- 1.20 CST No. : \_\_\_\_\_
- 1.21 PAN No. : \_\_\_\_\_
- 1.22 Whether SSI Registered Or not : \_\_\_\_\_

(SIGNATURE OF BIDDER WITH SEAL)

BANK ACCOUNT PARTICULARS

1. BIDDER'S NAME :
2. ADDRESS OF BIDDER :
3. PARTICULARS OF BANK ACCOUNT :
  - a) NAME OF THE BANK
  - b) NAME OF THE BRANCH
  - c) BRANCH CODE
  - d) ADDRESS OF THE BANK
  - e) 9 DIGIT CODE NUMBER OF THE BANK & BRANCH  
(as appearing in MICR Cheque issued by the Bank)
  - f) TYPE OF ACCOUNT (SB, CURRENT, CASH, CREDIT)
  - g) ACCOUNT NUMBER
  - h) WHETHER BRANCH IS RTGS/INTERNET ENABLED  
(if yes, then Bank's IFSC Code number)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

( \_\_\_\_\_ )  
Signature of the authorized signatory(ies) & Designation

Place:

Date:

Official seal of the company

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Place:

Date:

Signature of the authorized official of the bank

## CONDITIONS OF CONTRACT

## PREFACE

The Conditions of Contract shall be read in conjunction with respective provisions specified in several sections of this Bidding Document. In case of irreconcilable conflicts, the provisions under clause no 2.1 herein of Conditions of Contract shall prevail.

## TABLE OF CONTENTS □

1	DEFINITIONS
2	CONTRACT
3	CONFIDENTIALITY AND CONFIDENTIAL INFORMATION
4	COMPLIANCE WITH APPLICABLE LAWS
5	BACKGROUND INFORMATION
6	ACCESS TO AND POSSESSION OF THE SITE
7	GENERAL OBLIGATIONS OF BIDDER
8	BIDDER'S PERSONNEL
9	CONTRACT PERIOD AND PENALTY
10	COMPLETION
11	CONTRACT PRICE
12	TAXES AND DUTIES
13	PAYMENT TO THE BIDDER
14	VARIATION
15	SUSPENSION
16	FORCE MAJEURE
17	REPRESENTATIONS AND WARRANTIES
18	INDEMNITY
19	LIMITATION OF LIABILITY
20	TERMINATION
21	GOVERNING LAW AND JURISDICTION
22	CLAIMS AND DISPUTE RESOLUTION
23	MISCELLANEOUS

### APPENDIXES:

I	PROFORMA FOR CPBG
II	PROFORMA OF BANK GUARANTEE EMD / BID SECURITY
III	PROFORMA FOR CONTRACT AGREEMENT

## DEFINITIONS

In the Contract, capitalized words and expression defined by way of inclusion in "parenthesis", shall have the meaning so ascribed thereto. Further, in the Contract, unless repugnant to the context thereof, the following words and expressions used in these Conditions of Contract and elsewhere in the Contract, shall have the meanings assigned to them hereunder:

"Affected Party" shall have the meaning ascribed to it in Clause 16.2.

"Applicable Laws" means all laws in force and effect, including Tax laws but excluding direct Tax laws (which includes income tax, corporate tax, profession tax and wealth tax), as of the Base Date and which may be promulgated or brought into force and effect hereinafter including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract from time to time.

"Authority" means the Government of India, any state government or any local authority or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with OWNER or commission under the direct or indirect control of such central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.

"Bid" means the Bidder's signed offer for the Works and all other documents submitted along with the Bid.

"Bidding Documents" mean the Notice Inviting Bids/ Letter Inviting Bids, the instruction to bidders (including annexure), form of bid (including appendices), the Contract Agreement, the Conditions of Contract, the Specifications and all other reports, surveys, drawings and documents including amendments, if any, provided to the Bidder by OWNER.

"Completion" shall mean the successful provision of all materials and inputs and the successful completion and conclusion of all activities and tests required to complete the Works in accordance with the Contract.

"Contract" means the agreement between OWNER and the Bidder for execution of the Works and includes the Contract Agreement, the Conditions of Contract, the other Bidding Documents, the Specifications, the Price Schedule, and such further documents which are listed in the Contract Agreement and/or these Conditions of Contract and includes any amendment thereto made in accordance with the provisions hereof.

"Contract Agreement" means the agreement entered into between OWNER and the Bidder along with the Price Schedule and other annexure and includes any amendments thereto made in accordance with the provisions thereof.

"Contract Performance Bank Guarantee/Security Deposit" means a duly executed, irrevocable, unconditional on demand bank guarantee / Bank Draft / Pay Order that is to be procured and maintained by the Bidder to secure the due and proper performance of the Contract.

"Contract Price" means the total price payable to the Bidder for performing the Works based on the rates and breakdown of prices provided by the Bidder in the Price Schedule, subject to such additions thereto and deductions there from as may be made under the Contract and as adjusted by the actual quantities, if applicable, of the items mentioned in the Price Schedule utilized in the execution of the Works.

OWNER shall mean Oil Industry Development Board.

"Engineer-In-Charge" means the Person designated by OWNER to act as the Officer-in-Charge for the purposes of this Contract and notified in writing to the Bidder.

"Free Issue Materials" means any equipment, machinery, apparatus, accessories, auxiliaries, spare parts, tools and tackles and articles and things provided by OWNER to the Bidder for incorporation in the Permanent Work and which shall be bailed to the Bidder upon their delivery at Site.

"Letter of Award/ Acceptance" means the Letter of Award / Acceptance issued by OWNER to the Bidder, awarding the Works to the Bidder.

"Permanent Works" means the permanent works to be executed by the Bidder (including all permanent structures, Operation & Maintenance Works and all work intended to form a continuing function after Completion of the Works) in accordance with the Contract.

"Running Bill" means the fully supported invoice delivered to OWNER by the Bidder at the times set out in the Payment Schedule, containing all the requisite information and complying with all the requirements set out in the contract.

"Site" means the land, location, right of way and/or places provided by OWNER where the Works are to be executed and to which Plant and Goods and Materials are to be delivered and any other place as may be specifically designated in the Contract as forming part of the Site or designated as such by the Engineer-in-Charge.

"Specifications" means all general and technical specifications and directions attached to and forming a part of the Bidding Documents which describe the purpose, scope, design and technical criteria of the Works including, the method and manner of performing the Works, the quality and quantity of the Works to be performed and the materials to be supplied under the Contract and includes all modifications or amendments made thereto by OWNER.

"Sub bidder" means any person named in the Contract as a sub bidder or an original manufacturer, supplier of any Goods and Materials, Plant, labour or services for the Works or any person to whom a part of the Works has been subcontracted by the Bidder with the prior Approval of Engineer- in- Charge, as the case may be, and the permitted legal successors in title to such person, but not any assignee of such person.

"Temporary Works" means all temporary and ancillary works including enabling works and maintenance works connected with the Works and required for the execution and completion of the Permanent Works.

"Contract Period" means the period specified in the Contract Agreement or the Conditions of Contract for performing the Works.

"Variation" means any alteration and/or modification to the Specifications, which is instructed by the Engineer-in-Charge or as suggested by the Bidder and Approved as a variation by the Engineer-in-Charge.

"Week" means a period of any consecutive seven days.

"Working Day" means a day other than a Sunday or a public holiday on which OWNER is open for business.

## 2 **CONTRACT**

2.1 The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer-in-Charge shall issue necessary clarifications or instructions to the Bidder, and the order of precedence of the documents shall be as follows:

- a) Contract Agreement
- b) Detailed Letter of Acceptance along with its enclosures
- c) Letter of Award/Acceptance
- d) Instruction to Bidders
- e) Scope of Work/Job Specifications/Technical Specifications
- f) Conditions of Contract
- g) Other Documents

## 3 **CONFIDENTIALITY AND CONFIDENTIAL INFORMATION**

Both Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. Bidder shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without prior consent of OWNER.

## 4 **COMPLIANCE WITH APPLICABLE LAWS**

4.1 The Bidder shall, in performing the Contract, comply with all Applicable Laws.

4.2 Without prejudice to the foregoing, the Bidder shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the Works executed or completed pursuant to the Contract. If the Bidder defaults in complying with the Applicable Laws, the Bidder shall, at its own risk and Cost, bear any and all additional fees, fines, penalties or charges. However, OWNER shall make reasonable efforts to assist the Bidder in rectifying any such default under Applicable Laws upon the Bidder's specific request, including any specific request to issue letters to the relevant Authorities on behalf of the Bidder.

4.3 The Bidder shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from OWNER due to its ignorance of any Applicable Law.

## 5 **BACKGROUND INFORMATION**

5.1 Should there be any doubt or ambiguity in the interpretation of the Contract or contradiction in the various documents that comprise the Contract or should there be any discernable error or omission in any document comprising the Contract, the Bidder shall, prior to commencing the Work likely to be affected by such ambiguity, error or omission, apply in writing to the Engineer-In-Charge for resolving the ambiguity or rectifying the error, as the case may be. If the Bidder fails to apply to the Engineer-In-Charge prior to commencing the relevant Work, the Bidder shall perform such Work at its own risk and if the Work are at

variance with the requirements of the Contract, then such Work shall be deemed to Defective Work.

- 5.2 The decision of the Engineer-in-Charge on any application under Clause 5.1 shall be in writing and shall be final and binding on the Bidder and shall form part of the Contract.

## 6 ACCESS TO AND POSSESSION OF THE SITE

### 6.1 Access to and Possession of the Site

OWNER shall provide access the Site to the Bidder for the execution of the Works. The Bidder shall take all necessary precautions to ensure that no damage is caused to any building or establishment within the Site. The Bidder shall be liable for any loss suffered by OWNER on account of damage to the Site or any building or establishment within the Site. The Bidder shall ensure that day to day activities of OWNER are not hampered because of Works executed by the Bidder. The Bidder shall ensure that until the issuance of the Completion Certificate, in accordance with Clause 10 by OWNER, OWNER's Personnel, their representatives and assignees shall have the right to visit the Site at any time and inspect or audit the Bidder's books and records relating to the execution and completion of the Works. The site shall be handed over to the bidder in neat and tidy condition and the bidder shall be required to finally hand over the site after necessary cleaning as per OWNER working conditions.

## 7 GENERAL OBLIGATIONS OF BIDDER

### 7.1 General Obligations

- 7.1.1 The Bidder shall execute the Works, as described in greater details in the Specifications, in accordance with the Contract, Specifications, Safety Code & Applicable Laws. The Works shall be fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Specifications, or as implied by the Contract, or arises from any obligation of the Bidder, and all works not mentioned in the Contract but which are necessary for stability, completion or the safe, reliable and efficient operation of the Facility.
- 7.1.2 Bidder shall obtain and maintain all permits, licenses and approvals required for the execution of the Works as per Applicable Laws.
- 7.1.3 The Bidder is deemed to have satisfied itself as to the correctness and sufficiency of the Specifications and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper execution of the Works.

### 7.2 Site Data

OWNER has made available to the Bidder all the relevant data in OWNER's possession on conditions relating to the Site. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by Engineer-in-Charge is not warranted and the Bidder shall be solely responsible for the consequences of its interpretation of all such data/studies/reports. The Bidder shall conduct further investigations considered necessary by it at its own Cost and any error or discrepancies, if found in the data made available by OWNER at any stage shall not constitute ground for any monetary claim.

### 7.3 Bidder's Equipment

- 7.3.1 All Bidder's Equipment and Temporary Works provided by the Bidder or any Sub bidder shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Engineer-in-Charge. Such consent shall not be unreasonably withheld or delayed by the Engineer-in-Charge.

7.3.2 Upon Completion of the Works, the Bidder shall remove from Site, the entire Bidder's Equipment, Temporary Works and surplus materials as per the directions of the Engineer-in-Charge.

7.3.3 OWNER shall not at any time be liable for the loss or damage to any of the Bidder's Equipment, Temporary Works or materials brought on Site by the Bidder for execution of the Works.

#### 7.4 **Safety of Works**

The Bidder shall throughout the execution of the Works:

- a) Take full responsibility for the adequacy, stability, safety and security of the Bidder's Equipment, Temporary Works, operations on the Site;
- b) Have full regard for the safety of all persons on or in the vicinity of the Site (including persons to whom access to the Site has been allowed by the Bidder), comply with the Safety Code, all relevant safety regulations, Insofar as the Bidder is in occupation or otherwise is using areas of the Site, the Bidder shall keep the Site and the Works (so far as the same are not completed and occupied by OWNER) in an orderly state appropriate for the avoidance of injury or accident to all persons on and in the vicinity of the Site and shall keep OWNER indemnified against all costs, charges, losses and damages that may be suffered by OWNER in any manner whatsoever as a result of any injury or accident to any person on or in the vicinity of the Site in connection with the execution of the Works;
- c) Provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or as required by the Engineer-in-Charge or by any applicable Laws or by any relevant Authority for the protection of the Works and for the safety and convenience of the public and all Persons on or in the vicinity of the Site;
- d) Where any part of the Works would otherwise be carried out in darkness, ensure that all parts of the Site where such part of the Works is being carried out are so lighted as to ensure the safety of all Persons on or in the vicinity of the Site and of such part of the Works;
- e) The bidder shall ensure that its employees wear identification badges (cards), uniforms, and other safety/protection wear as directed by the Engineer-in-Charge, and to be provided by the Bidder.
- f) The bidder's staff shall abide by the existing security and safety rules / regulations / precautions as per instruction issued to them from time to time. The Bidder and its staff may also be required to pledge secrecy and non - divulgence of the nature of the work of OWNER that may prejudice the interests of OWNER. Bidder shall also ensure to engage persons by him whose character and antecedents have been got verified by him and furnish a certificate in this regard to OWNER.

#### 7.5 **Bidder's Operations on Site and Clearance of Site**

At all times during the execution of the Works, the Bidder shall keep the Site clean, safe, in a workmanlike condition and free from all unnecessary obstruction, and shall safely store or dispose of any Bidder's Equipment or surplus materials. The Bidder shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required in accordance with Good Industry Practice, Applicable Laws and instructions of the Engineer-in-Charge, unless required to be maintained at the Site as per the express instructions of Engineer-in-Charge.

#### 7.6 **Quality Management System**

The Bidder shall adhere to the quality management system as per OWNER Specification given in the Bidding Document or any other Quality Plan/Quality Assurance Plan approved by OWNER for this contract.

#### 7.7 **Land, Power, Water and Other Facilities.**

7.7.1 Water as well as electricity shall be provided free of cost to the Bidder for use in the above works

7.7.2 The BIDDER shall remove all temporary buildings/facilities etc. immediately after completion of works in all respect.

**7.8 Storage Facility**

Following facilities shall be provided by OWNER to Service provider's staff working at site free of cost:

- Office space
- Lockable storage space for keeping tools, consumable & personal belongings of the personnel.
- Washroom facility for the personnel.
- Telephone to key personnel.

**7.9 Free Issue Materials**

If OWNER has undertaken in the Bidding Documents to procure and supply free Issue Materials, the supply of Free Issue Materials to the Bidder shall be on the following terms and conditions:

- a. Deliveries shall be from the storage of OWNER
- b. The Bidder shall inspect the Free Issue Materials supplied to it at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition thereof prior to taking delivery and OWNER shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of the Free Issue Materials once the Bidder has taken delivery thereof.
- c. The Free Issue Materials supplied or procured by OWNER shall be utilized by the Bidder only for incorporation in the Permanent Works.
- d. All Free Issue Materials supplied by OWNER shall be taken delivery of, held, stored and utilized by the Bidder as trustee of OWNER, and delivery of Free Issue Materials to the Bidder shall constitute an entrustment thereof by OWNER to the Bidder, with the intent that any utilization, application or disposal thereof by the Bidder otherwise than for incorporation in the Permanent Works in terms hereof shall constitute a breach of trust by the Bidder.

**7.10 OWNER may do part of the Works**

Upon failure of the Bidder to comply with any instructions given in accordance with the Contract, OWNER shall have the right to deploy additional labour force, tools, equipment and materials for such part of the Works as OWNER may designate and/or engage another bidder to carry out the Works. In such cases, OWNER shall deduct from the amount which might otherwise become due to the Bidder the cost of deploying additional labour or materials or the cost of engaging another bidder to complete the Works along with an additional 10% of such cost to cover all other expenses and departmental charges incurred by OWNER in this regard. Should the total amount thus calculated exceed the amount due to the Bidder, the difference shall be recovered from the Bidder as a debt due.

**7.11 Alteration in Specifications, Plans, Drawings and Designs, Extra- Works**

7.11.1 The Engineer-in-Charge shall have the power, by written notice to the Bidder, at any time prior to or during the execution of the Works, to alter, amend or modify any Specification. To the extent that such alteration, amendment or modification requires any corresponding amendment to the any Bidder's Document, the Bidder shall make such amendments to the relevant Bidder's Document.

7.11.2 Bidder shall be bound to carry out such altered/extra/new items of work in accordance with any instruction which may be given to it by the Engineer-in-Charge.

7.11.3 Subject to Clause 14.4.2 & 14.4.3, if any alteration, amendment or modification of the specifications pursuant to Clause 7.15.1 shall, in the opinion of the Bidder and/or OWNER, result in an increase, reduction or change in the Works that are covered in the Price Schedule, which would render the Contract Price unreasonable, OWNER and the Bidder shall negotiate a suitable increase or, as the case may be, reduction in the Contract Price. If OWNER and the Bidder fail to agree on a

revised Contract Price, the Engineer-in-Charge shall, as an interim measure, decide on an appropriate adjustment to the Contract Price and pending a final decision on the quantum of increase or, as the case may be, reduction in the Contract Price under Clause 22, the Bidder shall be bound to execute the Works on the basis of the revised Contract Price determined by the Engineer-in-Charge.

For the avoidance of doubt, it hereby clarified that if the rate(s) of any additional, altered

OR

Substituted item of Work are specified in the Price Schedule, the Bidder shall be bound to carry on the additional, altered or substituted items of Work at the same rate(s) as are specified in the Price Schedule.

7.1f.4 If any alteration, amendment or modification of the Specifications pursuant to Clause shall, in the opinion of the Bidder and/or OWNER, necessitate any additional, altered or substituted items of Work that are not covered in the Price Schedule, the remuneration for such additional, altered or substituted items of Work that are not covered in the Price Schedule shall be determined by the Engineer-in-Charge in the following manner:

- a. If it is possible to derive the rate(s) for such additional altered or substituted items of Work from any of the items of Work covered in the Price Schedule, the rate(s) for such additional altered or substituted items of Work shall be the rate(s) arrived at on the basis of such derivation. The opinion of the Engineer-in-Charge as to whether the rate(s) for the additional altered or substituted items of Work can be derived from the rate(s) of items already covered in the Price Schedule shall be final and binding on the Bidder.
- b. If, in the opinion of the Engineer-in-Charge, it is not possible to derive the rate(s) for the additional altered or substituted items of Work from any of the items of the Work covered in the Price Schedule, then the rate(s) for such items of Work shall be determined by taking:
  - i the issue rate(s) of materials supplied by OWNER, if applicable;
  - ii materials supplied by the Bidder and incorporated in the Permanent Works at the rate(s), if any, specified in the Price Schedule;
  - iii labour cost at rate(s) for labour, if any, specified in the Price Schedule;
  - iv if the additional altered or substituted items of Work involve the use of any material or labour not covered in the Price Schedule, for the purpose of determining the rates under sub-paragraph (ii) and/or (iii) above, the prevailing market rate(s) shall be taken into account for determining the rate(s) of such materials and/or labour and an additional 15% (fifteen percent) shall be added to the market rate(s) to cover the Bidder's, supervisions, overheads and profits.
  - v the opinion of the Engineer-in-Charge as to the quantity or quality of materials and/or labour involved in executing the additional altered or substituted items of Work or as to whether the additional altered or substituted items of Work involve the use of materials and/or labour that are not covered in the Price Schedule and if not, as to the market rate(s) that shall be applicable shall be final and binding on the Bidder.

## 8 BIDDER'S PERSONNEL

8.1 The Bidder shall make arrangements for the engagement of staff and labour for the execution of the Works at its own Cost. The Bidder shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge or his assistant, a report in detail, in such form and at such intervals as the Engineer-In-Charge may prescribe, showing the number of personnel employed in different categories by the Bidder on the Site.

- 8.2 The Bidder shall designate and propose suitable, adequately skilled and qualified persons as key personnel ("Key Personnel"), whose identities and resumes will be submitted by the Bidder to OWNER within 30 (thirty) days of the Effective Date, to supervise the execution of the Works and to liaise with OWNER, his authorized Engineer or any competent Authority, as appropriate.
- 8.3 The Bidder shall ensure that the Bidder's Personnel shall be sufficient and competent in number, suitably qualified and experienced for the purpose of execution of the Works at the Site and that it shall provide such numbers of Bidder's Personnel at the Site until Completion has been achieved and that the selection of the Bidder's Personnel shall maximize productivity and prevent slow-downs, work stoppages or other disruptive concerted actions of the Bidder's Personnel. Employee(s) / labourer(s) engaged / deputed for the subject job by the Bidder shall maintain punctuality and discipline. If any employee(s) / labourer(s) engaged by the Bidder is found to be undisciplined, misbehaving with OWNER's authorized representatives and / or officer / staff under the influence of any intoxicant, OWNER may ask the Bidder to replace such Employee(s) / labourer(s) and the Bidder shall then forthwith comply with such instruction. The Bidder shall ensure that its employee(s) / labourer(s) refrain from smoking or carrying any inflammable substances etc., inside the office premises of OWNER, while on duty with OWNER.
- 8.4 The Bidder shall make itself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Validity Period no extra amount in this regard shall be payable to the Bidder, for any reason whatsoever.
- 8.5 In the event of default being made in the payment of any money in respect of wages of any person employed by the Bidder or any of its Sub bidder of any tier in and for carrying out of the Contract and if a claim thereof is filed in the office of the labour Authorities and proof thereof is furnished to the satisfaction of the labour Authorities, OWNER may, failing payment of the said money by the Bidder or the Sub bidder, as the case may be, make payment of such claim on behalf of the Bidder, to the said labour Authorities and any sums so paid shall be recoverable by OWNER from the Bidder. If the Bidder fails to pay any amount required to be paid to OWNER as aforesaid, within 7 (seven) days of its demand, OWNER shall be entitled to recover the amount from any moneys due or accruing to the Bidder under the Contract.
- 8.6 The establishment of the Bidder and its sub-bidders shall be duly registered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the Bidder shall duly and timely pay and ensure payment by its sub bidders of contributions and its/their employees to the Authorities prescribed under the said Acts and any schemes framed thereunder in respect of all labour employed by it for the execution of the contract. Copies of challans/receipt of such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund deductions shall be submitted to OWNER before the end of every calendar months. **In case the relevant provident fund Authority's receipt/challans referred to above are not furnished, OWNER shall deduct 5% (five percent) of the payable amount from the Running Bill and retain the deducted amount as a security for the contribution to provident fund. Such retained amounts shall be released to the Bidder only on production of challan/receipts of the relevant provident fund Authority for the period covered by the related deduction.**
- 8.7 The Bidder shall obtain from the Authority(ies) designated in this regard under any Applicable Law, including but not limited to the Factories Act, 1948 and Contract Labour (Regulation & Abolition Act, 1970 (in so far as applicable) any and all such license(s), consent(s), registration(s) and/or other authorization(s) as shall from time

to time be or become necessary for or relative to the execution of the Works or any part or portion thereof or the storage or supply of any material(s) or otherwise in connection with the performance of the Contract and shall at all times observe and ensure due observance by the Sub bidders, servants and agents of all terms and conditions of the said license(s), consent(s), regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto.

- 8.8 Without prejudice to the responsibility of the Bidder to comply with the Applicable Laws under the Contract, the Bidder shall, in relation to the execution of the Works, comply and shall ensure that the Sub bidders comply with all labour laws, including but not limited to the Factories Act, 1948, the Workmen's Compensation Act, 1923, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Industrial Disputes Act, 1947, the Employees' State Insurance Act 1948, the Weekly Holidays Act, 1942, the Employees State Insurance Act, 1948, the Employees Provident Funds Scheme, 1952, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1962, the Contract Labour (Regulation and Abolition) Act, 1970, the Equal Remuneration Act, 1976, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988 , the Children (Pledging of Labour) Act, 1933, the Child Labour Prohibition and Regulation Act, 1951, the provisions of the Income Tax Act, 1961, Environment Protection Act, 1986, Maritime Act, 2008, Wild life (Protection ) Act, 1972 and any other Applicable Law relating to the employment of workmen, employees or labour or any subsequent modification or re- enactment thereof.
- 8.9 If, the Bidder directly or through petty bidders or Sub bidders supplies any labour to be used wholly or partly under the direct orders and control of the Engineer-in-Charge or OWNER, whether in connection with any work being executed by the Bidder or otherwise for the purposes of OWNER, such labour shall, for the purpose of this Clause, be deemed to be persons employed by the Bidder.
- 8.10 The Parties hereto agree that the employment of the personnel and/or workmen by the Bidder, Sub bidder in relation to the execution of the Works shall not constitute any OWNER-employee relationship between OWNER and such personnel and/or workmen as employed by the Bidder and the sub bidder in relation to the execution of the Works.
- 8.11 The Bidder shall at his on cost and initiative take out and maintain at all times until the close out of the Contract, insurance policies in respect of workmen engaged by him for providing services under this Contract, in order to keep himself as well OWNER fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in the Workmen's Compensation Act, 1923. Should the Bidder fail to take out and / or keep afoot insurance as provided for in the foregoing paragraph, OWNER shall be entitled (but without any obligation to do so) to take out and / or keep afoot such insurance at the cost and expense of the Bidder and without prejudice to any other rights or remedies of OWNER in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Bidder.

## 9 **CONTRACT PERIOD AND PENALTY**

### 9.1 **Contract Period**

The contract shall be for two years which can be extended for a further period of one year subject to the satisfactory performance of work on same rates and terms and conditions. Owner reserves the right to rescind the contract agreement at any time by giving one month notice, if the services of bidder are not found to be satisfactory or up to the standards or at any stage it is found that bidder has secured the contract through fraudulent means, documents, information based on which the bid of

successful bidder has been accepted or non-fulfilment of any other serious obligation on the part of the bidder as per provision of tender/contract. The decision of owner in respect of above will be final in this regard.

9.2 **Penalty**

The Bidder shall deploy competent, skilled and trained personnel to perform services under this contract. All personnel of the Bidder shall carry proper identity cards and shall be dressed in uniform, which should be neat and clean. The staff shall maintain discipline and conform to office etiquette.

The Bidder should ensure to maintain the adequate number of manpower as indicated in the Bidding Document, and also arrange a pool of standby staff/supervisor. In case any staff/supervisor abstains from duty, the reliever of equal status shall be provided by the Bidder from existing pool of staff.

In case of any failure in deployment of manpower or failure in providing satisfactory services, Penalty shall be applied in line with the provisions mentioned elsewhere in the Bidding Document.

10 **COMPLETION**

10.1 OWNER shall, Within 30 (thirty) Working Days of receipt of a notification from the Bidder along with all the final documents final test/quality records, etc. (as applicable) as per the instruction of Engineer-in-charge, inspect the Works and if it is satisfied that the Works are complete in all respects in accordance with the Specifications and free of all Defects, issue a completion certificate to the Bidder ("Completion Certificate") and the Works shall be taken over by OWNER on the date of issue of the Completion Certificate.

10.2 Notwithstanding anything contained in Clause 10.1, OWNER shall not issue the Completion Certificate until the Bidder has cleared the Site of all scaffolding, wiring, pipes, surplus materials, Bidder's labour, equipment and machinery, demolished, dismantled and removed all the Temporary Works, structures and constructions and other items and things whatsoever brought upon or erected at the Site and not incorporated in the Permanent Works, removed all rubbish from the Site, cleared and leveled the Site to the satisfaction of the Engineer-in-Charge and put OWNER in undisputed custody and possession of the Site, free & clear of all encumbrances and encroachments.

10.3 Notwithstanding anything to the contrary contained in the Contract, the Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed Work or part of the Works. Such possession or use shall not be deemed to be an acceptance of any Works.

11 **CONTRACT PRICE**

11.1 In consideration of the full and complete discharge of the Bidder's obligations under the Contract, OWNER shall pay to the Bidder the Contract Price at the time and in the manner set forth in the Payment Schedule, subject to such deductions and adjustments as may be permissible under the Contract.

11.2 The contracted prices shall be firm and fixed except as per the provisions stated in the Bidding document till the completion of the works in all respects and no escalation in prices on any other account shall be admissible to the Bidder.

12 **TAXES AND DUTIES**

All the Taxes and duties including GST payable in India whether under Central, State or Local laws applicable in India as well as those leviable outside India, shall form part of the Contract Price. The Bidder shall bear all the Taxes, duties, levies on the supply of Goods and Material and on performance of the services, under Central, State or Local laws applicable in India as well as those leviable outside India including Goods & Service Tax payable in India.

Contract Price shall include all taxes & duties, levies including GST. The Bidder shall be fully and exclusively responsible for the payments (and liable for all consequences in the event of default) of Cess, VAT, GST, any and all taxes, now or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for un-employment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government/local bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the bidder. OWNER shall have no liability whatsoever concerning the employees/labourers of the Bidder. The bidder shall keep OWNER indemnified against all losses or damage or liability arising out of or imposed in the course of employees.

Corporate Tax Liability if any shall be to Bidder's account.

### 13 PAYMENT TO THE BIDDER

- 13.1 Payment for the preceding month shall be made within 30 days of submission of monthly bill (to be submitted in duplicate), if bill is in order. Income tax & other statutory fee etc. shall be deducted from the bill as per Govt. guidelines. OWNER shall not be liable to pay any claims whatsoever other than the monthly bills for the services rendered as per the item rate mentioned in SOR. OWNER reserves the right to reject the bills in the event of non-fulfillment of statutory obligation of PF contribution, ESI contribution, labour welfare fund, etc. under the various laws.
- 13.2 Final Payments
- 13.2.1 Within 15 (fifteen) days after receipt of the Completion Certificate, the Bidder Must submit a payment claim and endorse it as the "Final Bill". The Bidder must include in that claim:
- statements for the Contract Price, summarizing and reconciling all previous payments made by OWNER and adjustments in the Contract Price; and
  - any further sums which the Bidder considers to be due to it under the Contract.
- 13.2.2 Except as provided in Clause 13.2.4, within 90 (ninety) Business Days after the receipt of the Final Bill complete in all respects in accordance with the Contract, OWNER must pay to the Bidder the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, less any disputed amounts, subject to OWNER's right under Clause 13.2.6 to set off against amounts due from the Bidder. If the amount that the Bidder owes to OWNER under Clause 13.2.6 is greater than the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, then the Bidder must pay the excess amount which is a debt due and payable to OWNER within 90 (ninety) days after OWNER's receipt of the Final Bill.
- 13.2.3 After the expiry of the 15 (fifteen) days period referred to in Clause 13.2.1, a claim which the Bidder was entitled to make, but has not made in the Final Bill, is barred and the Bidder waives any right to bring such a claim.
- 13.2.4 The amount certified in the Final Bill will not become due under Clause 13.2.2 until the Bidder submits to OWNER:
- A certificate of release certifying that the Bidder waives all rights to bring any claims which the Bidder is entitled to make, but which are not included in the Final Bill;
  - If requested by OWNER, other data establishing payment or satisfaction, including receipts, releases, and waivers as may be required by OWNER;
  - A confirmation from the Bidder that there has been no Change of Law that it has not notified OWNER which may result in a reduction in the Contract Price; and
  - Any and all outstanding documentation required to be given to OWNER by the Bidder.

- 13.2.5 No interim payment by OWNER constitutes acceptance by OWNER of the Works or any part thereof, or releases the Bidder from any of its obligations or liabilities under the Contract.
- 13.2.6 Payment of the amount mentioned in the Final Bill by OWNER shall not mean release of the Bidder from all of its liabilities under the Contract. The Bidder shall be liable to fulfill and discharge all his liabilities and responsibilities under the Contract until the end of the Contract Validity Period and release of the Contract Performance Bank Guarantee.
- 13.2.7 Without limiting Clause 13.2, OWNER may at any time deduct from any money which are or may be payable to the Bidder (including security), any sums which may be or are payable by OWNER pursuant to the Contract. Nothing in this Clause affects the right of OWNER to recover from the Bidder, the whole of the debt or any balance that remains owing after any deduction.
- 13.3 **Mode of Payment**
- 13.3.1 All payments shall be released electronically (either through Electronic Clearing System (ECS)/ Electronic Fund Transfer (NEFT)/ Real Gross Time Settlement (RTGS) or through internet), wherever such facilities are available with the banks. The Bidder shall submit their Bank account details certified by their banker in the format included in the bidding document. It will be bidder's sole responsibility to submit this document at the time of submission of their bid. In absence of duly certified Bank Mandate, if the payment of invoice is held up or delayed, the responsibility shall lie with bidder.

#### 14 **VARIATION**

- 14.1 OWNER may at any time during the performance of the Works instruct the Bidder, by issuing a written notice, to carry out a Variation ("Variation Order"); and the Bidder must perform and be bound by a Variation.
- 14.2 Within 15 (fifteen) days of receipt of the direction referred to in Clause 14.1, the Bidder must prepare and submit to the Engineer-in-Charge a statement setting out:
- detailed particulars of the Variation;
  - the work required or no longer required;
  - an estimate of the increase or decrease in the Contract Price; and
  - any proposed modifications to the Contract and/or any effect such Variation would have on the Works and/or on any other provisions of the Contract.
- 14.3.1 OWNER may accept the offer given under Clause 14.2 or request the Bidder to submit revised estimates. If OWNER accepts any offer it shall issue an instruction identifying the offer that is being accepted and requesting the Bidder to proceed with the Variation.
- 14.4 **Quantity of Works**
- 14.4.1 The quantities set out in the Price Schedule are estimated quantities for the execution of the Works and such quantities shall not be taken as the actual and correct quantities required for the execution of the Works. The Bidder shall be paid only for the actual quantities of Works executed by it on the basis of the rates set out in the Price Schedule and in accordance with the Payment Schedule and other relevant provisions of the Contract. This Clause is not applicable if the Contract is a lump-sum price contract.
- 14.4.2 There shall be no variation in the rates of the items specified in the Price Schedule as a result of any increase in the total Contract Price up to 25% (twenty five percent);
- 14.4.3 If the increase in the total Contract Price is likely to be more than the limit specified in Clause above, the rates for the additional quantities shall be mutually agreed between OWNER and the Bidder, duly accounting for savings, if any, that may be available to the Bidder in case of increased quantities.
- 14.4.4 There shall be no variation in the rates of the items specified in the Price Schedule, unless specifically, mentioned elsewhere in the Bidding Document as a result of any

decrease in the total Contract Price and the Bidder shall not be entitled for any compensation in this regard.

15 **SUSPENSION**

- 15.1 The Engineer-in-Charge may at any time by issuing a written order ("Suspension Order") to the Bidder (with a copy to OWNER) suspend the execution of part or all of the Works including: (a) delivery of Bidder's Equipment which is ready for delivery to the Site; or (b).
- 15.2 The Bidder shall under no circumstances be entitled to claim for any monetary compensation as a result of Suspension.
- 15.3 Notwithstanding anything contained in the Contract, the Bidder shall not be entitled to any Costs for preserving the Works during the period of suspension caused due to any event.
- 15.4 On issuance of the Suspension Order, the Bidder shall within 10 (ten) days undertake all necessary steps (including such steps as instructed by the Engineer-in-Charge) to remedy the circumstances leading to Suspension Order and immediately inform the Engineer-in-Charge on completion of such actions. Within 7 (seven) Working Days of receipt of such intimation from the Bidder, if the Engineer-in-Charge is satisfied that his instructions above have been fulfilled and complied with, issue a letter instructing the Bidder to resume the Works or such part of the Works that are subject of a Suspension Order. If the Engineer-in-Charge is of the view that such instructions have not been complied, the Engineer-in-Charge shall identify by means of further written notice the additional action required to be taken by the Bidder before any instruction to resume can be given.

16 **FORCE MAJEURE**

- 16.1 Neither Party is responsible for any failure to perform its obligations under the Contract, if it is prevented or delayed in performing those obligations by an event of Force Majeure.
- 16.2 An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected ("Affected Party") and which by the exercise of reasonable diligence the Affected Party was unable to prevent and which is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:
- a) act of terrorism;
  - b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
  - c) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
  - e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- 16.3 Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or

delaying the Affected Party in performing its obligations under the Contract. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.

- 16.4 Upon completion of the event of Force Majeure the Affected Party must as soon as reasonably practicable recommends the performance of its obligations under the Contract. Where the Affected Party is the Bidder, the Bidder must provide an amended Works Programme rescheduling the Works to minimize the effects of the prevention or delay caused by the event of Force Majeure.
- 16.5 An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 16.6 The Bidder has no entitlement and OWNER has no liability for:
- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
  - b) any delay costs in any way incurred by the Bidder due to an event of Force Majeure.
- 16.7 If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this Clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.
- 16.8 In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution mechanism provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.

## 17 REPRESENTATIONS AND WARRANTIES

### 17.1 General Representations and Warranties

The Bidder makes the following representations and warranties to OWNER each of which is true and correct during the term of the Contract:

- a) it has power to enter into the Contract and comply with its obligations under it;
  - b) it is not in breach of any Applicable Law or obligation affecting it or its assets in a way which may result in a material adverse effect on the business or financial condition of the Bidder;
  - c) there is no pending or threatened proceeding affecting the Bidder or any of its assets that would affect the validity or enforceability of the Contract, the ability of the Bidder to fulfil its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of the Bidder;
  - d) it has the necessary skills and experience to perform the Works in accordance with the Contract;
- 17.2 Warranties related to Works
- Without prejudice to any other warranties expressed elsewhere in the Contract, and despite any inclusion of OWNER's documents in the Contract (including in the Specifications) or any Approval given or withheld by OWNER under the Contract, the Bidder warrants:
- a. the Works will be performed with all the skill and care to be expected of appropriately qualified and experienced bidders with experience in performing works and services of a similar size, type, nature and complexity to the Works and in accordance with Good Industry Practice;

- b. the Works will be performed in accordance with, all the requirements in the Contract and the Specifications, by properly qualified and accredited personnel, for the Contract Price;
- c. the Works will be fit for their intended purpose as described in, or reasonably inferable from, the Contract;
- d. the Works will comply with all Applicable Laws.

**18 INDEMNITY**

18.1 The Bidder shall indemnify and hold harmless OWNER, the Engineer-in-Charge, their advisors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Bidder or any act or omissions of the Bidder, its representative or its employees, agents, and sub-bidders in the execution of the Works, including any professional services provided by the Bidder.

18.2 These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

- a) Sickness, disease or death of, or injury to any person;
- b) Loss of, or damage to, or destruction of any property;
- c) Loss, damage or costs arising from the carriage of Goods and Materials and/or Ownership or chartering of marine vessels by the Bidder

The Bidder shall also indemnify and hold harmless OWNER from and against all claims and proceedings on account of infringements of patents rights, design, trademark, etc..

18.3 All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to OWNER with reference to the actual loss or damage sustained by OWNER. The decision of the Engineer-in-Charge as to compensation claimed shall be final and binding.

18.4 Notwithstanding anything in the Contract to the contrary, no liabilities owed by the Bidder to OWNER that is covered by insurance obtained by the Bidder or OWNER is included in the Bidder's aggregate liability for the purpose of determining the limit of the Bidder's liability under the Contract.

18.5 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

18.6 Bidder's Care of the Works

The Bidder shall take full risk and responsibility for the care of the Works, or any part thereof, including full risk and responsibility for the care of the Works being constructed/ installed, or stored off-Site for inclusion in the Works, until the date of issue of the Completion Certificate, when risk and responsibility shall pass to OWNER.

**19 LIMITATION OF LIABILITY**

19.1 The aggregate total liability of the Bidder to OWNER under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Bidder for following:

- a) In the event of breach of any Applicable Law;
- b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Bidder or any person acting on behalf of the Bidder; or
- c) In the event of acts or omissions of the Bidder which are contrary to the most elementary rules of diligence which a conscientious Bidder would have followed in similar circumstances; or
- d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

- c) For any damage to any third party, including death or injury of any third party caused by the Bidder or any person or firm acting on behalf of the Bidder in executing the Works.
- 19.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

**20 TERMINATION**

**20.1 Termination for Convenience**

OWNER shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving prior written notice of at least 14 (fourteen) days to the Bidder. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Contract.

**20.2 Termination Due to Bidder's Default**

The Contract may be terminated by OWNER, at its sole and absolute discretion, upon the occurrence of any of the following events/acts committed by the Bidder (each a "Bidder's Event of Default") by issuing a notice to the Bidder, stating the intention of OWNER to terminate the Contract:

- a) commits a material breach of its obligations under the Contract;
- b) abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;
- c) fails to adhere to the Specifications and/or Variations in terms of the Contract;
- d) a petition for the winding up of the Bidder has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Bidder has been made by a Court of competent jurisdiction, except voluntary change in partnership/ constitution of Bidder's organization. (if a partnership/ Company) or liquidation for the purpose of amalgamation or reconstruction subject to OWNER's acceptance to continue the Contract with the re-constituted firm/ company.
- e) gives any warranty or makes any representation under the Contract which is found to be false or misleading;
- f) fails to furnish or renew the Contract Performance Bank Guarantee / Security Deposit;
- g) commits any default under any Applicable Law.

- 20.3 If the Bidder fails to remedy or rectify the default stated in the notice issued by OWNER under Clause 20.2 within 30 (thirty) days of receipt of such notice, OWNER shall be entitled to terminate the Contract by issuing a termination notice and expel the Bidder from the Site (but without thereby releasing the Bidder from any of its obligations or liabilities under the Contract, or affecting the rights and powers conferred on OWNER under the Contract up to the date of termination). However, in case of events specified in Clause 20.2 (b) and (d), OWNER shall be entitled to immediately terminate the Contract without giving any notice to the Bidder.

**20.4 Procedure on Termination**

**20.4.1 Upon termination of the Contract under Clause 20.3:**

- a) OWNER may complete the Works and/or arrange for other entities to do so at the risk and Cost of the Bidder. OWNER and its entities may then use the access roads, the Bidder's Documents and all other facilities made by or on behalf of the Bidder;
- b) Call upon the whole or such portion of the Contract Performance Bank Guarantee amount as OWNER may consider fit;
- c) Recover from the Bidder the cost of carrying out the balance Works in excess of the sum which the Bidder would have been paid according to the Final Bill, if the Works had been carried out and completed by the

Bidder under the terms of the Contract. The amount to be recovered may be deducted by OWNER from any amount due to the Bidder under the Contract. Any amount outstanding to OWNER under this Clause shall be recovered from the Bidder as a debt due;

- d) Enter upon the Site and expel the Bidder. OWNER may, to the exclusion of any right of the Bidder, take over and use, without payment to the Bidder, any Bidder's Equipment, materials, goods, machinery or other items which are on the Site in connection with the Works for any reasonable period as OWNER considers necessary for the performance and completion of the Works.

24.4.2 Upon termination of the Contract under Clause 20.3, Bidder must either immediately or upon any date as is specified in the notice of termination:

- a) cease all further work, except for any work OWNER may specify in the notice of termination;
- b) terminate all contracts, except those to be assigned or novated to OWNER in accordance with paragraph (d) below;
- c) deliver to OWNER the parts of the Works performed by the Bidder up to the date of termination;
- d) to the extent legally possible assign or novate to OWNER all right, title and benefit of the Bidder to the Works as at the date of termination, and, as may be required by OWNER, in any subcontracts between the Bidder and its Sub bidders;

Nothing contained in this Clause or otherwise in the Contract shall constitute OWNER as a trustee or bailee for or in respect of any of the Bidder's Equipment, surplus materials, machinery or other items or things removed, cleared, demolished or dismantled as mentioned above and OWNER shall not be bound by any duty of care in respect thereof.

20.4.3 Notwithstanding anything contained in Clause 20.4.2 above, upon termination of the Contract, OWNER may require the Bidder to:

- a) complete or take to an intermediary stage of completion any item of the Works already commenced by the Bidder; and
- b) take such steps as are considered necessary by the Engineer-in-Charge for properly protecting and securing the Works already completed by the Bidder.

## 20.5 Payment on Termination

20.5.1 If the Contract is terminated under Clause 16.7 or 20.1, the Bidder is entitled to be paid:

- a) the Contract Price attributable to the Works performed as at the date of termination, or in the case of a termination under Clause 16.7, the commencement of the relevant event of Force Majeure; and
- b) the costs, if any, necessarily incurred in performing the work (if any) specified in the notice of termination issued by OWNER under Clause 19 or as instructed by OWNER pursuant to Clause 20.4.3; and
- c) if the Contract is terminated in accordance with Clause 19, additionally (but without duplication):
  - i. the costs reasonably incurred by the Bidder in terminating any subcontracts as a result of the termination of the Contract; and
  - ii. the costs reasonably incurred by the Bidder in the repatriation of the Bidder's employees,

less the aggregate of all previous payments allocated to the Works. Any sums due to OWNER from the Bidder accruing prior to the date of termination or the commencement of the relevant event of Force Majeure (as the case may be) will be deducted from the amount to be paid to the Bidder under the Contract. If, as a result of any such deductions, there is a negative amount payable to the Bidder, then the Bidder must pay an amount equal

to that negative sum to OWNER within 15 (fifteen) days of OWNER raising an invoice for that amount.

The Bidder agrees and acknowledges that payment of termination compensation in terms of this Clause 20.5.1 shall be the sole and exclusive liability of OWNER and the sole and exclusive remedy of Bidder, with respect to a termination of the Contract under Clause 20.1 or Clause 16.7.

- 20.5.2 If the Contract is terminated under Clause 20.3, OWNER will not be bound to make any further payment to the Bidder until the full and final cost of completion of the Works by OWNER or other bidders and all damage, loss or expense suffered or incurred by OWNER as a result of the termination of the Contract have been ascertained.
- 20.5.3 Upon all cost, damages, loss and/or expense being ascertained under Clause 20.5.2, the Engineer-In-Charge must issue a certificate stating the total amount of the cost of completing the Works and any damage, loss or expense suffered or incurred by OWNER as a result of the termination of the Contract.
- 20.5.4 If the Contract Price attributable to the Works performed as at the date of termination less the aggregate of: (a) all previous payments allocated to the Works which have been paid to the Bidder; and (b) the amount stated in the certificate under Clause 20.5.3,
- a) is a positive amount payable to the Bidder, then OWNER must pay such amount to the Bidder within 15 (fifteen) Business Days of the issuance of the certificate pursuant to Clause 20.5.3; or
  - b) is a negative amount payable to the Bidder, then an amount equal to that negative sum will be a debt due and payable to OWNER by the Bidder and the Bidder must pay such amount to OWNER within 15 (fifteen) days of OWNER raising an invoice for that amount.

## 21 GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all Disputes arising under or in connection with the Contract.

## 22 CLAIMS AND DISPUTE RESOLUTION

### 22.1 Claims

- 22.1.1 If the Bidder intends to claim any additional payment on the occurrence of any event which entitles the Bidder to claim such additional payment, the Bidder shall give notice to the Engineer-in-Charge as soon as possible and in any event within ten days of the Bidder becoming aware of such event.
- 22.1.2 The Bidder shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting OWNER's liability, the Engineer-In-Charge may on receipt of a notice pursuant to Clause 22.1.1 above, inspect such records and may instruct the Bidder to produce and maintain further records. The Bidder shall permit the Engineer-In-Charge to inspect all such records and shall (if instructed) submit copies to the Engineer-In-Charge.
- 22.1.3 Within 30 (thirty) days of issuing a notice pursuant to Clause 22.1.1, the Bidder shall send to the Engineer-In-Charge an account, giving detailed particulars of the amount and basis of the claim.
- 22.1.4 Notwithstanding anything to the contrary in this Contract, OWNER shall not be liable for any claim arising out of or in connection with the Contract or the execution of the Works, unless the Bidder shall have given notice of such claim within 60 (sixty) days from the date of issuance of the Completion Certificate.
- 22.1.5 The Bidder shall be entitled to additional costs as the Engineer-in-Charge considers due, after taking Approval from OWNER. If the particulars supplied are insufficient to substantiate the whole of the claim, the Bidder shall be entitled to payment for such

part of the claim as has been substantiated by the Engineer-in-Charge and agreed to by OWNER.

**22.2 Dispute Resolution**

22.2.1 If any disagreement arises out of or in connection with the validity, application or interpretation of the Contract (the "Dispute"), the Parties shall endeavour in good faith to resolve the Dispute through negotiation within 7 (seven) days of a written notice setting out the nature of such Dispute.

22.2.2 In the event that any Dispute is unable to be resolved between the Parties pursuant to Clause within 21 (twenty-one) days of receipt of the notice under Clause 22.2.1, then such Dispute shall be referred to arbitration.

22.2.3 The arbitration will be conducted as per the Arbitration Act. The arbitral tribunal shall comprise of a sole arbitrator whom shall be appointed by OWNER. The place of arbitration for any Disputes and Related Disputes shall be Delhi (save and except where otherwise specified under the Main Contract for the Related Dispute, in which event the place of arbitration shall be the place of arbitration for such Related Dispute). The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding upon both the Parties.

22.2.4 Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award.

22.2.5 While any Dispute under this Contract is pending; and except where this Contract has been terminated in accordance with the terms of this Contract, the Parties shall continue to perform all of their respective obligations under this Contract without prejudice to the final determination in accordance with the provisions under this Clause 22.

22.2.6 Where, in OWNER's absolute discretion, it is beneficial for the completion of the Facility for any Dispute between OWNER and the Bidder, in respect of which an arbitration notice has been given, to be resolved in the same arbitration proceedings as a dispute between OWNER and any other party or parties engaged in relation to the completion of the Facility (the "Related Dispute") then:

a) If a notice to concur in the appointment of an arbitrator has been served in the Related Dispute, the Bidder hereby agrees that, at OWNER's sole option, the Dispute between OWNER and the Bidder shall be referred to the arbitrator appointed or to be appointed in respect of the Related Dispute and be determined at the same time as such Related Dispute;

b) where an arbitrator has already been appointed in connection with the Related Dispute, the Bidder hereby agrees that, at OWNER's sole option, the Dispute between OWNER and the Bidder shall be referred to and be determined by the arbitrator so appointed contemporaneously with the Related Dispute.

**22.3 Settlement of dispute between Govt. Dept./Public Sector Undertaking**

22.3.1 If the Bidder is a PSU or Enterprise or is a Govt. Department, any disputes or differences between the Bidder and OWNER hereto arising out of any notified claim of the Bidder in terms hereof and/or arising out of any amount claimed by OWNER (whether or not the amount claimed by OWNER or any part thereof shall have been deducted from the final bill of the Bidder or any amount paid by OWNER to the Bidder in respect of the work), then in suppression of the provisions of clause no 22.2 of the Conditions of Contract, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No. DPE/4(10)/2001-PMA-GL-I dated 22nd January, 2004 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time. The Arbitration Act shall not be applicable to the arbitrator under this

clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

22.3.2 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Bidder shall continue and be bound to continue and perform the Works to completion in all respects according to the Contract (unless the Contract or Works be determined by OWNER) and the Bidder shall remain liable and bound in all respects under the Contract.

## 23 MISCELLANEOUS

### 23.1 Assignment

The Bidder shall not assign, novate or charge the whole or any part of the Contract or create any encumbrance over the Facility, without the prior written consent of OWNER. In the event of an assignment or novation by the Bidder, any stamp duty and all costs and expenses payable in respect of such documents, required to be signed by OWNER, shall be to the account of the Bidder. OWNER shall be entitled to assign and/or transfer its rights and obligations under the Contract to any party, without requirement of any further consent of the Bidder.

### 23.2 Severability

If any provision of the Contract shall be determined to be invalid, illegal or unenforceable under Applicable Laws, all other provisions of the Contract shall continue in full force and effect unless such invalidity or unenforceability adversely affects the underlying intent of the Contract or unless the invalid or unenforceable provision comprises an integral part of, or is inseparable from the remainder of the Contract. In such circumstances the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, illegal or unenforceable provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

### 23.3 Entire Agreement

The Contract contains all covenants stipulations and provisions agreed by the Parties, and constitutes the entire Contract between the Parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the Parties and may not be changed, modified, or amended except in writing and signed by the Parties hereto.

### 23.4 Abnormally High Rates (AHR items)

In item rate contract where the quoted rates for the items exceed 50% (fifty percent) of the OWNER's estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the contracted quantities shall be made at the lower of the following rates:

a) Rates as per the Schedule of Rates, quoted by the Bidder. b)

Rate of the item, derived as follows:

- i. Based on rates of labour as available from the Contract (which includes Bidder's supervision, profit, overheads and other expenses).
- ii. In case rates are not available in the Contract, rates will be calculated based on prevailing market rates of machine/equipment, material and labour plus 15% (fifteen percent) to cover Bidder's supervision profit, overhead & other expenses.

### 23.5 **Corrupt and Fraudulent Practices**

23.5.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of

evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.

23.5.2 OWNER requires that the Bidder observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, OWNER defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive OWNER of the benefits of free and open competition.
- c) "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what it purports to be; counterfeit, an imposter.
- d) "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor (i) alters any writing of another without his authority (ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists. Utters any writing which he knows to be false in a manner specified in (i) & (ii) above.

23.5.3 OWNER may terminate the Contract if it discovers subsequently that the Bidder had engaged in Corrupt Practices, or Fraudulent Practices in competing for the Contract.

23.5.4 In case, the information/ document furnished by the Bidder forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, OWNER shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the Bidder and without any prejudice to other rights available to OWNER under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.

23.5.5 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, OWNER shall have full right to forfeit any amount due to the Bidder along with forfeiture of the Contract Performance Bank Guarantee furnished by the Bidder.

23.5.6 Further, any Bidder which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of OWNER debarring them from future business with OWNER.

#### 23.6 **Liability of Government of India**

- a) It is expressly understood that Govt. of India is not a party to this Contract and has no liability, obligations or rights hereunder. It is expressly understood that owner is an independent legal entity with power and authority to enter into the Contract solely on its behalf under the Applicable Laws and general principles of contract law.
- b) The Bidder expressly agrees and acknowledges and understands that owner is not an agent, representative or delegate of Government of India.

#### 23.7 **Survival**

The termination of the Contract shall not relieve the Bidder or OWNER of any obligations hereunder which expressly or by implication survives termination. Further, except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, the termination of the Contract shall not relieve either Party of

any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omission of such Party prior to the effectiveness of such termination or arising out of such termination.

23.8 **Mobilization**

Bidder has to mobilize resources immediately on receipt of Letter Of Acceptance (LOA). No mobilization advance and secured advance shall be paid to the bidder.

BID SECURITY FORM

No.....

Date.....

To  
The Secretary (hereinafter called "The Owner")  
Oil Industry Development Board  
OIDB Bhawan, Sector 73  
Noida

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing housekeeping services vide Tender No. ....// dated..... KNOW ALL MEN by these presents that WE ..... of having our registered office at ..... (hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs. .... (Rs, .....) for which payment will and truly to be made of the owner, the Bank bind itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - a) fails or refuses to execute the Contract, if required;
  - OR
  - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
  - OR
  - c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in .....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
Authority  
Address  
of witness  
Name

Signature of the Bank

Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch

APPENDIX II

CONTRACT AGREEMENT FORM

CONTRACT AGREEMENT NO.....

DATED-----

THIS AGREEMENT is made on ..... between Secretary, Oil Industry Development Board (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at OIIB Bhawan, Sector 73, NOIDA of the One Part,

AND

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

NOW THIS AGREEMENT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated .....for "availling housekeeping services at its office under Tender No. ....//
- II. AND WHEREAS the Bidder submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Bidder" ) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No. ...., to the Bidder on ..... for a total sum of ..... [Rupees ..... Only].
- IV. AND WHEREAS the Client desires that the housekeeping services (as defined in the Bidding Document) be provided, performed, executed and completed by the Bidder, and wishes to appoint the Bidder for carrying out such services.
- V. AND WHEREAS the Bidder acknowledges that the Client shall enter into contracts with other bidders / parties for the housekeeping services of its premises in cases the Bidder falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Bidder as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Bidder has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing hou

sekeeping services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. AND WHEREAS the Bidder shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Bidder agree as follows:

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

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

Signed on behalf of the Bidder

Signed on Behalf of  
Oil Industry Development Board

(Authorized Signatory)

(Authorized Signatory)

APPENDIX III

PERFORMANCE BANK GUARANTEE

FORM

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

Date : .....

Bank Guarantee No: ..... Amount of Guarantee:

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

to..... Guarantee Expiry Date : ..... Last date of Lodgement: .....

WHEREAS Oil Industry Development Board having its office at OIDB Bhawan, Sector 73, NOIDA (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of Award (LOA)]

("Contract") with [insert name of the Successful Bidder] .....(hereinafter referred to as the "Bidder" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of human resource services ("Housekeeping Services" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

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

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

- i. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Bidder merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such

demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- ii. However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here] only.
- iii. The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the bidder which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- iv. The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Bidder and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- v. The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Bidder but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- vi. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- vii. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- viii. NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- ix. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- x. However, in the opinion of the Owner, if the Bidder's obligations against which this bank guarantee is given are not completed or fully performed by the Bidder within the period prescribed under the Contract, on request of the Bidder, the Bank hereby agrees to further extend the bank guarantee, till the Bidder fulfill its obligations under the Contract.
- xi. We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted] ..... granted to him by the Bank.

Date:  
Bank

Corporate Seal of the Bank  
By its constituted Attorney

# SCOPE OF WORK

## A DETAILED SCOPE FOR MECHANISED CLEANING AND HOUSEKEEPING SERVICES

The broad objective of the mechanized cleaning and housekeeping services would be to ensure that the premises and articles / equipment of OIBD Bhawan are kept neat, clean and presentable at all times.

These pages lay-down in detail the services and the scope of work to be provided at "OIBD Bhawan" by the bidder under the subject work. It is specifically made clear that the scope of work shall include not only execution of work but also supervision of its own employees.

- 1 **Location & Area**  
OIBD Bhawan  
Plot No.-02, Sector-73,  
Noida (U.P)  
Total Built-up Area for cleaning and upkeep - 31,664 Sq. M. including 20,000 Sq. M of basement area.
- 2 **Layout**  
  
Located in Plot No.-02, Sector-73 area of Noida.  
  
Property Features are given in Annexure-A
- 2.1 The area of the building consists of the following sections:
  - a) Main entrance lobby, peripheral area and lifts
  - b) Staircases, lift lobbies and entry points
  - c) Entrance & exit gates
  - d) Security cabins
  - e) Parking in Basements
  - f) Terraces
  - g) Sloping Ramp and Basements
  - h) Working space of the office ground floor to 9<sup>th</sup> floor
  - i) Drive ways
  - j) Other open areas
- 2.2 Engineering areas to be maintained are as under:
  - a) DG Room
  - b) AC Plant Room
  - c) HT / LT Panel Room
  - d) Metering Room
  - e) Pump Room
  - f) Lift Machine Room
  - g) AHU Rooms
  - h) UPS Rooms
  - i) Transformer Yard

### 3 **Working Hours**

OIBD office timings are from 9.00 A.M. to 5.30 P.M. Monday through Friday, the services are required for six days in a week as under:

Monday to Saturday – 7.00 AM to 6.30 PM

For cleaning of total area of 31,664 Sq. M mechanically 35 number of house boys and 1 supervisor may be required.

#### 4 **Scope and nature of services**

Detailed scope of work for the house keeping shall include but not limited to the following:

Housekeeping services as a normal practice is to be provided on six days of a week from Monday to Saturday i.e. excluding Sundays and National Holidays.

##### 4.1 **Daily Services:**

Following specific services to be provided on a daily basis:

- a) Thorough check of work force by supervisor for uniform, appearance, cleanliness and attendance.
- b) Sweeping, mopping and cleaning of entire area and staircases, lift lobbies, common passages, parking area, lifts and toilets, etc. at least twice in a day and constant upkeep throughout the working hours.
- c) Mopping and cleaning of work stations, office furniture like tables, telephones, partitions, computers, etc. once in a day.
- d) Continuous conservation of high traffic areas like the ground floor, lift lobbies, toilets, recreation facilities.
- e) Cleaning of address boards, notice boards, mail boxes and light fixtures.
- f) Cleaning of all accessible glasses
- g) Shine all Brass Name Plates
- h) Cleaning of all Pantries and kitchen
- i) Cleaning and Maintaining Reception area at entrance.
- j) Cleaning of Terrace & Watering of Flower Beds, Flower Pots etc.
- k) Cleaning of Carpets by Vacuum Machine thrice in a month
- l) Collection of waste paper, garbage and refuse from all area to pre-designated disposable area or the dumping place of Noida authority.
- m) Washing down, cleaning and disinfecting all toilet and washroom area including hand basins and bidets
- n) Cleaning of water coolers, water drums, water jugs, water glasses, coffee flasks, Tiffin plates etc. every day using cleaning powder.
- o) Upkeep of all engineering area (DG Room, AC Plant Room, AHU Rooms, Electrical Room, Pump Room, Lift Machine Room etc.) and removal of any water logging in the area.
- p) Report any broken, damage to the Engineer-In-Charge.
- q) Providing liquid soap in the toilets and placing sufficient quantity of Odonil cubes in the urinals as per the instructions of engineer-in-charge. The liquid soap dispenser and Odonil containers under no circumstances will remain empty.
- r) Spraying air fresheners in the reception areas, conference / committee rooms and other cabins and halls as per direction of Engineer-In-Charge.
- s) Changing of sanitary cubes, toilets paper rolls as and when required and as instructed by Engineer-In-Charge before opening of the office and ensure that all toilets at all times are equipped with necessary sanitary materials of approved quality as well as removal of choking with the assistance of plumber.
- t) All open areas like entrance of building, internal roads etc. shall be mopped up. If required, cleaning shall be carried out with pressure water hose.
- u) All consumables required for washrooms, like soap solutions, paper rolls, sanitizers, fresheners etc. shall be in the scope of contract and shall be maintained at all time in good condition.
- v) Detergents, carpet cleaning solutions etc. shall be in the scope of contract.
- w) Assets, equipment, gadgets provided for the operation of contract shall be maintained in good condition all the time. Any repair/replacement/replenishment shall be in the scope of the bidder.

- x) Assets as handed over on the start of contract shall be returned in good condition on the expiry /termination of contract.
- y) Daily basis some garbage is generated in the building with different kind of composition. This is required to be disposed off as per the requirement of local authority. Bidder will arrange to dispose of the garbage so generated, irrespective of quantities, on daily basis. This will include all kind of garbage or scrap carrying no material value.

**4.2 Weekly Services:**

Following specific services shall be provided on weekly basis:

- a) Review of the daily work schedule
- b) Cleaning and polishing of all metal surfaces like name boards, knobs, handles, panels, planters, etc.
- c) Cleaning all windows and glass pans
- d) Vacuuming and Spot Cleaning of all carpeted areas
- e) Removal of cobwebs and stains from wall and ceilings
- f) Scrubbing of floors and washroom tiles with cleaning agent and scrubbing machine for cleaning of stains
- g) Cleaning of all laminated partitions and table top
- h) Thorough cleaning and washing of common areas and washroom
- i) Cleaning of all electrical fittings like tube lights, fans, etc. under supervision of the electrician.
- j) Cleaning floors with soap water on holidays.
- k) Bug & insect killer sprays on holidays.
- l) Cleaning of air conditioning grills.
- m) Façade glass cleaning from inside the cabins, corridors, lobbies etc. at all the floors except ground floor.
- n) Façade glass cleaning from inside and outside the cabins, corridors, lobbies etc at ground floor.

**4.3 Monthly Service:**

- a) Cleaning of Aluminum / Glass Façade. Equipment like gondola required for façade cleaning /aluminum panels cleaning shall be arranged by the bidder. Only skilled/highly trained persons shall be engaged for this job. Requirement of spider –man shall be considered while quoting.
- b) De-chocking of all rain water pipes, if required.
- c) Pressure wash with water car parking area at main entrance and basement.

**4.4 Equipment & Material to be provided by the Bidder:**

- a) Dry Vacuum cleaner 1100W -5 Nos.
- b) Dry and wet Vacuum cleaner 1100W - 2 Nos.
- c) Floor scrubbing machine 1800W - 3 Nos.
- d) Wiper with rod and brush for cleaning high roof glass - 2 Nos.
- e) Four wheel mobile container system with 300Kg capacity - 4 Nos.
- f) Four wheel mobile container system with 70Kg capacity -8 Nos.
- g) Mop buckets with four wheels -15 Nos.

4.5 Apart from above suitable machines are to be provided depending upon requirement at bidder's cost .

Cleaning material to be provided by the bidder for

- a) All floors, walls and metal surfaces
- b) All common toilets
- c) Windows and door glass panes
- d) Telephone instruments, computers.

4.6 All cleaning agents shall be biodegradable & environment friendly so that it does not cause any harm to the employees, workers & the object for which it is used. The brand of material to be used for cleaning the respective item is Johnson Diversy/ Taski/Ecolab/Lever.

- 4.7 The housekeeping/cleaning services shall be done daily from Monday to Saturday and it must be borne in mind that some activities need to be started early in the morning and completed before 9.00 AM. Similarly, some activities are to be done only on Saturday and Sundays or on Holidays to avoid inconvenience to the users of the building. The work on Saturday, Sunday or Holidays as required shall be carried out at no extra cost. However, deep cleaning of all the housekeeping related services shall be done by the bidder once a week.
- 4.8 Floors shall be cleaned using swappers drenched with water mix with portion of detergent powder of approved make once daily. Mopping of floor shall be done twice daily, once with water mix of detergent powder and second time with plain water. All the toilets in the building shall also be washed with Phenyl. All toilets / corridors shall be washed with phenyl mixed water once daily and second time with plain water. Disinfectant liquid shall be used at least once a day.
- 4.9 Mopping up of floors will be done first time in a day with mix detergent second time, after lunch, mopping shall be done with plain water. However, cases where mopping is to be done once a day, only water mix phenyl shall be used. All toilets / corridors shall be washed once a day using phenyl & detergent powder and second time toilets shall be mopped with plain water.
- 4.10 Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipment, accessories etc. and cleaning of all window glasses and grills, cleaning and dusting of window panes.
- 4.11 Spraying Room fresheners daily at regular intervals.
- 4.12 Scrubbing of toilets, wash basins, sanitary fittings, glasses and toilets floors.
- 4.13 Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. brush thoroughly below level and under rims including areas at hinges and cistern handles. Restock toiletries, including providing liquid hand soap, toilet paper, air freshener, sanitary cubes and naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.
- 4.14 Cleaning & dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipment, nameplates, plant boxes, doormats etc.
- 4.15 Putting plastic bags in all dustbins to avoid stains & stinks and clear them on daily basis.
- 4.17 Checking and removing hairs, dust, dirt or any such object from anywhere in area covered under the contract.
- 4.18 Cleaning, dusting and scrubbing of pantries, reception, security rooms, training halls, corridors, committee rooms, conference room, visitors room, library etc. The cleaning in occupied areas shall be done as and when the hall / room / cabin is opened and in the presence of the officer concerned or his / her authorized representative once in a day or on call basis during office hours on all working days only. Whenever meeting in the Committee Room or any other chamber in Office premises takes place, the Bidder shall ensure that sufficient workers and supervisory staff is present till the meeting / function is over for which nothing extra is payable.
- 4.19 Cleaning of baskets, wastepaper baskets, cob-webs and disposing off all the collected refuse / garbage / rubbish & other unserviceable materials at own cost to the notified / specified NOIDA dumping grounds on daily basis and under no

- circumstances these shall be stacked / dumped even temporarily within the building or its surrounding.
- 4.20 All the materials / chemicals / consumables brought to site shall be wrapped / packed and stored properly, so as to avoid any damage due to weather conditions and handling.
- 4.21 Material of approved quality shall only be used. However, in case of non-availability of the same, prior approval of the competent authority in writing shall be obtained for the use of equivalent quality material. The consumption of the material / chemicals shall be regulated as per manufacturer's specifications.
- 4.22 If any material is not specified in the tender but required for the housekeeping work, it shall be brought by the Bidder at his own cost.
- 4.23 The above work as a whole includes cleaning with broom and mopping up corridors, staircases, washing and mopping up all rooms, toilets, windows, doors, Venetian blinds, panel / glazed aluminum, partitions, railings, parking area, canteens, pump house, electrical sub-station, library, Reception area, security rooms, conference room, committee room telephone exchange, canteen block, terraces, lobbies.
- 4.24 The Bidder shall ensure pest, animal and rodent free environment in the premises of the OIBD Bhawan and shall take effective measures including fogging etc.

## 5 **Contract period**

The contract shall be for two years which can be extended for a further period of one year subject to the satisfactory performance of work on same rates and terms and conditions. Owner reserves the right to rescind the contract agreement at any time by giving one month notice, if the services of bidder are not found to be satisfactory or up to the standards or at any stage it is found that bidder has secured the contract through fraudulent means, documents, information based on which the bid of successful bidder has been accepted or non-fulfilment of any other serious obligation on the part of the bidder as per provision of tender/contract. The decision of owner in respect of above will be final in this regard.

## 6.0 **General terms and conditions**

- 6.1 The bidder whose tender is accepted shall have to obtain labour license from appropriate authority, as applicable for employment of unskilled/skilled manpower for contract services. The bidder shall comply with all labour laws/statutory regulations applicable or which might become applicable to the Government with regards to performance of the work including but not limited to the Minimum wages act, contract labour act, payment of bonus act, etc from time to time and take such steps as may be deemed necessary in this regards. In addition, bidder shall provide insurance cover to all his personnel.
- 6.2 OIBD shall have no liability, whatsoever in respect of workers to be deployed by the bidder for execution the contract, bidder will be held fully responsible for any consequences as a result of such dispute.
- 6.3 The bidder shall be fully responsible for payment of wages, or any other benefits under various labour laws / acts applicable to and / or the personnel employed by him. In case the bidder fails to discharge any of his legal obligations and liability, OIBD shall deduct from monthly bills and or security deposit and discharge the liability on behalf of the bidder as principal employer. The bidder shall make payment of wages latest by 7<sup>th</sup> of each month.
- 6.4 The bidder shall be solely responsible for all payment and other benefits to workers under any of the existing labour laws or which might become payable through modification of existing labour legislation or orders of the government or any other new law in this regard. OIBD shall have no liability, whatsoever in this regard.

- 6.5 The bidder shall not lease / transfer / sublet / appoint sub bidder for the services. If the bidder does so, the contract shall stand terminated and the security deposit shall be forfeited.
- 6.6 The bidder shall nominate a supervisor, who will coordinate with Engineer-in-Charge, who shall be available throughout on all working days of OADB as well as on Saturday and holidays.
- 6.7 No other person except the bidder's personnel shall be allowed to enter the premises and the bidder will not entertain outsiders to extend any services beyond OADB premises. No visitors, guests or contract labour shall be permitted to do unnecessary telephone calls inside the premises.
- 6.8 Bidder's personnel shall be polite, courteous and well behaved.
- 6.9 Bidder's personnel shall not mix up or establish close contacts with OADB employees and do any undue favour or any private work other than their normal duties during the specified working hours.
- 6.10 Bidder's personnel, accepting any tips from OADB employees, shall be removed from the OADB's premises and not allowed to work from the date of such an incident.
- 6.11 Bidder's personnel shall not disturb OADB employees and/or use abusive language while dealing with them. If any such incident is reported, the bidder shall be held fully responsible for its consequences. The bidder shall be liable to take action against its erring personnel.
- 6.12 Bidder's personnel shall have to wear uniform provided by the bidder and display properly Identity Card provided by their company at all times while in OADB premises.
- 6.13 Bidder's personnel shall not enter into any unlawful activity, within OADB premises and should have good moral. Bidder's personnel shall not indulge in any unlawful activities, nuisance and noise including demonstrations, slogans shouting and or any other acts which hamper peaceful working of the premises.
- 6.14 The bidder shall apply for Police verification of its personnel and verify the character and antecedent of the personnel to be employed by him and shall furnish a certificate to this effect at the beginning of the contract and whenever there is any change in the employment status.
- 6.15 Bidder shall submit particulars of workers to OADB for issue of entry passes to each and every worker deployed for regulating their entry in OADB premises. Workers shall also be liable to physical search and other security checks at any time by OADB's security staff. Bidder's workers shall fulfil all obligations and system set by OADB in regard to security, attendance systems etc.
- 6.16 Bidder shall have his personnel examined and medically checked prior to their deployment and submit their fitness certificates. Any person found medically unfit shall not be deployed. In case any person deployed by bidder is observed medically unfit such person shall be removed from duty.
- 6.17 Bidder shall maintain full particulars of workers deployed including their residential addresses and photographs and furnish the same as and when required by OADB.
- 6.18 All safety / security provisions laid down by OADB are to be followed strictly by the bidder and its personnel.
- 6.19 Bidder shall submit, but not limited to the following documents to the Engineer-in-Charge at the beginning of the contract and subsequently whenever there is a change of status:
- a) Labour License
  - b) Insurance Cover for workers employed
  - c) Photocopy of ESI cards valid for ESI dispensaries in respect of workers employed
  - d) Temporary as well as permanent residential address of the workers employed along with a recent passport size photograph.

- e) Certificate verifying the character and antecedent of the personnel employed.
  - f) Valid Bank Guarantee as stipulated in the contract elsewhere.
  - g) Bonus act compliance
- 6.19.1 Bidder shall be required to submit bill in duplicate every month for the services rendered and payment made thereof after enclosing therewith the PF deposited challan and a confirmation to this effect from the banker, with whom the amount of PF has been deposited shall be made within thirty days (30) of the date of submission of the bills after verification by the Engineer-In-Charge along with following documents:
- a. The bidder shall fill up a separate challan, for making payment of PF contribution to the respective authorities, in respect of the workers deployed by him at OIDB Bhawan, for the operation of the contract. The bidder shall attach original copy of this challan along with a statement indicating the names and PF nos. of the workers in respect of whom this challan has been tendered. Challan shall be submitted only for the workmen engaged in OIDB Bhawan. Bidder shall also submit Annual return giving the details of PF deposited for their workmen in EPF office and copy to Engineer-in-Charge by 1st week of July of each year and PF slips thereof.
  - b. Photocopy of the challans in respect of contributions made to ESI Authorities.
  - c. A copy of wage register along with a certificate that wages have been paid as per the prevalent minimum wages for the category of workers deployed. The wages shall be disbursed in the presence of a nominated representative of OIDB duly certified by him.
  - d. A self-certified copy of the attendance register for the concerned month.
- 6.19.2 It is necessary that the bidder shall obtain once in every 6 months, PF statements from the PF authorities, in respect of each and every worker(s) engaged by the agency / bidder during the contractual period and submit the same to Engineer-in-Charge for verification and records.
- 6.20 The bidder shall be solely responsible for any and all such payments to his personnel that might become applicable under any law, agreement during the currency of the contract.
- 6.21 OIDB will in no way be liable to pay to the bidder any claims whatsoever other than the monthly bills.
- 6.22 In case the services are not provided for any reason, whatsoever, on any day or part thereof, OIDB shall have the right to obtain the services from another agency and recover the cost thereof from bills besides imposing a penalty at the rate of 15% of such cost.
- 6.23 Bidder shall be solely responsible for any damages and / or loss sustained by OIDB as a result of theft, pilferage, carelessness, negligence, wilful act and unlawful activities of his workers. OIDB shall recover entire cost of providing replacement for any such items.
- 6.24 The bidder shall indemnify OIDB against all losses / damages and / or liability arising out of or during the course of his employing person or out of his relations with his own personnel.
- 6.25 The bidder shall be directly responsible for any / all disputes arising between him and his personnel and keep OIDB indemnified against all such losses, damages and claims arising thereof.
- 6.26 The bidder shall be responsible for and pay the expenses for providing medical treatment to their personnel who may suffer any bodily injury / loss of life during the course of their contractual obligations as a result of any accident within the OIDB premises.
- 6.27 The cleaning personnel including supervisor, cleaning staff deployed for carrying out cleaning jobs at OIDB Bhawan are subject to decrease / increase depending upon the requirements. However the basic criteria having fixed for the contract with regards to rates, will not change. However, in case of increase / decrease in the

- cleaning area, the payment will be made on the actual area cleaned at agreed rates, terms and conditions of the contracts.
- 6.28 The bidder shall be entitled to get reimbursement/recovery on the basis of increase/decrease in minimum wages and consequential benefits as and when declared by the Delhi Government.
- 6.29 The bidder shall quote the rates considering the following items.
- a) Salary of workers
  - b) Salary of supervisors
  - c) ESI Payment
  - d) PF Payment
  - e) Bonus Payment
  - f) Medical Allowance
  - g) Charge for Uniform and Shoes, the Bidder shall provide minimum two sets each of summer and winter uniform to its personnel at its own cost.
  - h) Laundry Charge for the Uniforms
  - i) Conveyance Paid to and from the work place
  - j) Insurance
- 6.30 The following items shall not be included in the price. The same shall either be provided by the Owner or reimbursed separately, if required to be performed by the bidder.
- a. Deputation of addition workmen on Owner request for extra jobs.
  - b. Utility charges like water, electricity etc.
- 6.31 **Handover**
- 6.31.1 The prices quoted are inclusive of following aspects of contract:
- 6.31.2 In the event that the contract is not renewed, the bidder shall furnish Owner with a detailed handover plan and schedule at least two (2) months prior to the effective date of the termination. The handover plan and the detailed schedule shall be subject to owner approval.
- 6.31.3 The Bidder shall be responsible to conduct a detailed handover of the complete system to the next Bidder during last two (2) months of the contract. The handover shall be conducted concurrently with the ongoing normal support required of the Bidder without affecting the service level. Similarly, if the Bidder is asked to take over, he has to work with the previous bidder. The taking over shall be conducted concurrently with the ongoing normal support required of the bidder without affecting the service level.
- 6.31.4 Proper documents will be exchanged between both the parties (Owner and the bidder) at the beginning of the contract and during handing over of the job on expiry of the contract and / or on termination. These documents will clearly indicate the details of the state of equipment, the inventory and asset details; the knowledge base and the data transferred etc. when placed under the services of the Bidder and at the time of handing over. The documents will be duly signed by the authorized representatives of Owner and the Bidder.
- 6.32 **Holidays**  
According to owner requirement, the manpower to be deputed on holidays may change. Therefore, the Bidder has to cooperate on such issues.
- 6.33 **Cost Reimbursable Services**  
For any additional services requested by Owner outside the stated scope of work and / or for which the price has not been agreed upon, a prior approval from Owner in writing before commencing such service, will be required.
- 6.34. **Cost Reimbursable Items**  
If the Bidder is requested to procure certain items / services beyond their scope of work on behalf of Owner, Owner review and written approval will be required prior to procurement or placing of order.
- 6.35 **Owner obligation**  
Following facilities shall be provided by Owner to facility provider's staff

working on site free of cost:

- a. Office space
- b. Lockable storage space for keeping tools, consumable and personal belongings of the personnel.
- c. Washroom facility for the personnel.
- d. Telephone for facility management key personnel. However, operating expenses including usages charges for telephone shall be borne by the Bidder. The Owner shall provide dedicated telephone instrument and connection only.
- e. All commercial decisions pertaining to the execution of this Contract will be taken by Owner. However coordination in this regard shall be done by the Bidder at no additional cost.

**6.36 Bidder's obligation**

- 6.36.1 The following facilities shall be provided by the Bidder to their staff working at site
  - a. PPE (Personnel protective equipment's)
  - b. Tools and tackles
  - c. Aluminum ladder / stools
  - d. Gondola
- 6.36.2 Any damage caused to the premises / interiors of the building while performing the contract, due to negligence of the bidder's manpower shall be made good immediately at his own cost or shall be recovered from the pending bills of the bidder. In this regard the decision of Owner shall be final. However, Owner hereby advises Bidder to take adequate insurance policy cover for this purpose.
- 6.36.3 The bidder shall strictly adhere to the statutory regulations viz., Minimum wages act, PF Act, ESI scheme, Insurance & other regulations covering labour contract.
- 6.36.4 It is advised that before submitting the bid, bidder should visit "OIDB Bhawan" at Plot No.-02, Sector-73, Noida (U.P.).
- 6.36.5 In case of any injury is caused while the agency is carrying out its job, it is the responsibility of the Bidder to attend to the need of the aggrieved, and the owner will stand indemnified against any Claim / damage / compensation.
- 6.36.6 The Bidder shall submit to Owner the details of amount deposited on account of EPF and ESI in respect of personnel deployed at site to the concerned authorities from time to time.
- 6.36.7 The Bidder shall submit to the Owner the details of payments of statutory benefits like bonus, leave and relief etc. to its personnel from time to time.
- 6.36.8 The Bidder shall not deploy the employee of the Owner at site. The Owner shall not be under any obligation to provide empanelment to any of the personnel of the Bidder after the expiry of the contract.
- 6.36.9 The Bidder shall submit a copy of wage sheet as a proof of monthly wages paid to its personnel.
- 6.36.10 No person below the age of 18 years shall be employed by the bidder for the job.

**6.37 Personnel**

The bidder shall deploy competent, skilled and trained personnel having following minimum requirements to perform services under this agreement. All personnel shall carry proper identity cards and shall be dressed in uniform. The staff shall maintain discipline and conform to office etiquette. Owner may at any time instruct to remove undesirable staff of the Service provider at their sole discretion. The Owner can also verify the qualification of the deputed staff. No child labour will be permitted.

Position	Minimum Qualification	Minimum no. of Years of experience in relevant field	Nature of experience
Housekeeping Supervisor	Intermediate	5	Hotel Industry/ House Keeping
House Boys	8 <sup>th</sup> Pass	2	"

**6.38 Mobilization Time**

Lead-time of 7 days shall be given to the bidder before deputation of personnel to the site.

**6.39 Penalty**

- 6.39.1 The bidder shall deploy competent, skilled and trained personnel to perform services under this agreement. All personnel shall carry proper identity cards and shall be dressed in uniform. The staff shall maintain discipline and conform to office etiquette. However, in case of any deficiency, noticed by the Owner, due to non-maintenance of standards of cleaning & performance of services of any personnel deployed by the Bidder, penalty of Rs. 1000/- shall be imposed by the Owner on the bidder at 1<sup>st</sup> occasion and on subsequent occasions Rs.2000/-, which shall be recovered from the bidder's RA bill due for the payment. Owner may at any time instruct to remove undesirable staff of the Service provider at their sole discretion.
- 6.39.2 For each default/under-performance in cleaning and upkeep, on daily basis, and not to the satisfaction of Engineer-In-Charge, penalty @ of 0.5% per day, of monthly running bill shall be deducted for the first week in a month.
- 6.39.3 In case the default/under-performance continues in the second week of the month penalty @ of 1.0 % per day of monthly running bill shall be deducted from EMD/Security deposit of the bidder. Simultaneously bidder will be asked to replenish the security deposit.
- 6.39.4 Under persistent default continuing for two months the contract will be liable for termination without assigning any reason.
- 6.39.5 The Bidder shall disburse salary to its employee latest by 7th day of every month, failing which penalty of Rs.1000/- per day will be imposed for the delayed period

ANNEXURE-A

PROPERTY FEATURES

1	Location	Plot no -2 , Sector-73, Noida (U.P.)
2	No. of stories	G+3(Tower-B,C,D) and G+9(Tower-A)
3	Total built up (including basements)	44,020 Sq. M
4	Lower basement	10,000 Sq. M
5	Upper basement	10,000 Sq. M
6	Ground Floor	4,020 Sq. M
7	First to third floor	9,700 Sq. M
8	Fourth to ninth floor	10,300 Sq. M
9	No. of Lifts	8
10	No. of staircases	4
11	Car parking	lower and upper basement
12	Toilet details	49 Nos. (Ladies and Gents)
13	Pantries	24 Nos.
14	Water supply	Bore-well and Noida authority supply
15	Cafeteria (Canteen)	1 No.
16	Fire water tank	Underground and overhead
17	Water softening plant for utilities	Centralized water treatment plant
18	Hot water supply	Solar water heater system of 3000 Ltr
19	Heating, ventilation & Air conditioning (HVAC)	4 No 300TR, water cooled, screw compressors
20	Firefighting system	Yes
21	Fire alarm and Public address system	Yes
22	Power back-up	DG sets 3x1010KVA plus 1x500KVA
23	Electric supply system transformers and distribution system	2x1600KVA ,11KV/0.415KV
24	Security system	Access control and CCTV system Yes
25	Horticulture and landscaping	Yes
26	UPS	3x160KVA plus 1x80KVA
27	Façade treatment & cladding	Aluminum/glass /granite stone

	A Stone cladding	8500 Sq. M
	B Glass cladding	7700 Sq. M
	C ACP cladding	1450 Sq. M
28	Status of property	Owned by OADB
29	Boundary wall	Yes
30	Building automation system	Yes
31	Gas suppression system	In server rooms
32	Sewage treatment plant	50 Cu. M per day in lower basement

## **B SCOPE OF WORK FOR CARPET CLEANING**

Inside of floor area in OADB Bhawan has been provided with Milliken carpets. After some time of usage it gathers dirt, dust, stains etc. These are required to be cleaned regularly. OADB requires cleaning of carpet as recommended by the OEM.

Process of cleaning will be -

Dry vacuum cleaning of carpet

Followed by Mechanical shampoo process of the carpet

Removal of dust dirt, stains by scrubbing/wiping and hot water cleaning by extraction process

Cleaning solution to be used will be TASKI-101 and TASKI 103

These cleaning agent will be neutral detergent (Neither alkaline nor acidic in nature)

Approx. area of carpet 3,710 Sq M

FREQUENCY Monthly

This being a specialized job, bidder will engage sub-bidder for the cleaning of carpet- preferably Impression Services or Blue Star Cleaning Co. In case bidder itself intend to do so, he will provide necessary experience certificate for the same for the owner to satisfy itself.

## **C FAÇADE CLEANING**

### **INTRODUCTION**

- i. OADB has an office complex, situated at Plot No. 2, Sec-73, Noida. Building with a built up area of 4,25,000 sq. ft. is constructed on a plot of 16,000 sq. mtr. There are 4 blocks in the building. 3 blocks are with G+3 floor construction, while the 4<sup>th</sup> block is with G+9 floor construction. The façade of building consists of DGU glass, ACP sheet and granite stone cladding.

Total approx. area of façade is

Stone cladding 8500 Sq M

Glass cladding 7700 Sq M

ACP sheet cladding 1450 Sq M

- ii. Services of an agency shall be for the cleaning the façade by deploying mechanized cleaning machines or manual process through expert in façade cleaning.
- iii. All machines, consumables, chemicals, cradle, tools and tackles shall be part of the scope and shall be arranged by the bidder.
- iv. Only organic cleaning agents shall be used.
- v. Anything specifically not mentioned but in the opinion of bidder is required for the up keep of system shall be included in the scope and shall be specifically mentioned about is inclusion.

Frequency of cleaning: Twice a year

### **Scope of Work**

#### **Job Involves:**

Mechanized/ manual cleaning of façade consisting of DGU/toughened Glass, ACP sheet, Granite stone at OIBD Bhawan, Sec-73, NOIDA for removing dust, dirt grime, algae, paint, filth, litter, Oil Stains etc.

Arrangement for raising of scaffolding, platform, rope technology, gondola /cradle etc. will form part of the scope. Only stilled persons, who have sufficient experience in similar work will be deployed. While quoting the experience of person shall be highlighted. Cleaning of façade will be carried out with soft water (DM water). If required hot water may be used only for granite stone façade. Mild Chemical preferably organic cleaning agent can be used to remove stains etc.

Bidder should perform the cleaning operation by scrubbing machine and steam cleaner.

All consumable, machine, service shall be arranged by the bidder himself. Owner will not be able to provide any such assistance.

## **D SCOPE OF WORK FOR GENERAL PEST CONTROL/ ANTI TERMITE TREATMENT**

Will comprises of eradication of Cockroaches, Mosquitoes, Flies, Lizards, Termite etc. through permitted insecticides as per Government of India and WHO norms. The services should cover the entire offices areas, common areas, Basements areas, machinery/equipment/furniture/fixtures & on and around the pile of files, toilets, drain, ducts, and all pantries/cafeteria/kitchen area etc. of OADB Bhawan.

### **Rodent Control:**

Will include restriction/repulsion of rodents entry to building. Treatment for the eradication of rodents from the building.

### **Fogging:**

Fogging of open areas will be carried out to make area clear of the airborne insects, flies, mosquitoes, etc.

### **Disinfectant:**

Treatment of open drains for stopping the growth of any insects, mosquitoes, reptiles, etc.

The frequency of services shall be once in a month for all the items or as may be required if service is found to be not satisfactory, without any additional cost to the owner.

The service provider will have to suitably disinfect drain, outlets from the kitchen, Cafeteria, pantries, toilets etc. by spraying with insecticide every Saturday and whenever necessary.

Fogging will be done on Saturday and whenever necessary.

Agency must ensure that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any cost.

The pesticides, etc. used for pest, rodent control, etc. should not have adverse impacts on human health.

Preferably herbal based pesticides shall be used.

During the execution the work by the agency prior information will be given to OADB and record will be maintained in the schedule of register.

**FREQUENCY AS DEFINED ABOVE**

## DETAILS OF AREA OF OIBD BHAWAN AND SCOPE OF WORK

### Location & Area

- OIBD Bhawan, Plot No.02, Sector -73, NOIDA (UP).
- Plot Area – 16,000 Sq. M
- Total Area – 31,664 Sq. M Approx. including two Basements.
- Working space in the offices – GF to 3rd floor in G+3 block and GF to 9<sup>th</sup> floor in G+9 block

Following area will require pest control, anti-termite treatment, disinfectant treatment, rodent control, fogging of open areas :-

- Office rooms,
- Cabins,
- Board rooms,
- Seminar hall,
- Pump Rooms,
- Lift Machine Rooms,
- Security Control Rooms,
- DG/Electrical rooms,
- HVAC plants/AHUs/chillers underground fire water and water supply space,
- Water treatment plants/STP plants,
- UPS rooms,
- IBMS room,
- EPBAX room,
- Server rooms,
- Cafeteria, pantries, Kitchen
- Toilets gymnasium,
- Library,
- Main entrance lobby,
- Peripheral area,
- Atrium,
- Staircases,
- Lift lobbies,
- Landscapes areas,
- Entry points,
- Entrance and exit gates,
- Security cabins etc.

(E)

**ELEVATOR, PLUMBING, RECEPTION, A/V OPERATOR  
AND  
MANAGERIAL SERVICES**

**i LIFT OPERATION**

Six number of passenger lifts and 2 nos. of service lift of Thyssenkrupp make are operational in the building. To take care of eventualities arising due to switching on, switching off of lifts or during power failure and reporting of maintenance complaints to the OEM, Thyssenkrupp call center, evacuation of struck personals or coordination with machine room, skilled person will be engaged through you as per the following requirement. You will supply the required persons for their engagement for the job as per the details given above.

In the event of absence of one or more person suitable substitute will be provided.

4 operators on 6 days a week basis

Man days per annum  $4 \times 6 \times 52 = 1248$

(Nos. x days/week x no of weeks in a year)

**ii PLUMBING MAINTENANCE SERVICES**

We intend to engage 2 persons per shift (on 8 hours shift basis) for 3 shift a day operation on all 7 days of the week.

In the event of absence of one or more person suitable substitutes will be provided. Man-

days per annum  $2 \times 3 \times 365 = 2190$  man-days

(no of person/shift x no of shifts/day x no of days/year)

**iii RECEPTION DESK OPERATION**

Suitably qualified persons, minimum a graduate, fluent in Hindi and English writing and speaking. Should be able to handle the visitor to the offices operating from OADB Bhawan. Should be a pleasant personality, humble and ready to guide the visitors. His/her duties would be to issue gate passes, establish a communication with the officers in the building and the visitor, keeping a tab over the person entering the building. To keep vigilant eye on anti-social element, interaction with security staff etc. or any other duty assigned to him/her.

Two persons will be engaged on day shift basis (9 hrs/day) for 5 days a week. Working hours of the person to be engaged will be from 9.00 AM to 6 PM, without break.

In the event of absence of one or more person suitable substitutes will be provided. Man-days per annum  $2 \times 5 \times 52 = 520$  man-days

(Persons/day x days/week x weeks in a year)

#### iv **AUDIO/VIDEO OPERATOR & MANAGERIAL SERVICES**

Audio Video facility in the building have been supplied & erected by Siemens. Similarly Integrated Building Management System, consisting of fire alarm system, access control system, CCTVs, PA system and BMS have also been supplied and erected by Siemens. Operation work of IBMS shall be done by the incumbent. The maintenance service are provided by Siemens for these facilities. Additional duties include LAN network, Audio/Video, Internal PRI, Telephone exchange, Voice communication, Network Switches, lease line, Tata Sky, etc. OIBD intend to have a person to operate, oversee and manage above utilities in an effective & efficient manner. Person should be a technical person suitably qualified in the field of operation and maintenance of above mentioned services. The position will be designated as Audio/Video Operator.

Housekeeping, lift operation, plumbing operations, STP operations, Fire Fighting operations, Air conditioning operations, reception desk operation, etc. need a managerial expert of the level of Asst. Manager suitably qualified with experience of about 7 years to effectively manage these operations.

Similarly to take care of civil works of OIBD Bhawan and to manage technical supervision of Lifts, STP, Fire Fighting system, Pumps, cooling towers, UPS & Electrical system, Heating Ventilation & Air conditioning, DGs, etc. need a managerial expert of the level of Manager suitably qualified with sufficient experience to effectively manage technicalities of above mentioned utilities.

One person per day, in day shift (9AM - 5.30PM, with half hour lunch break) for six days a week, is intended to be engaged through bidder.

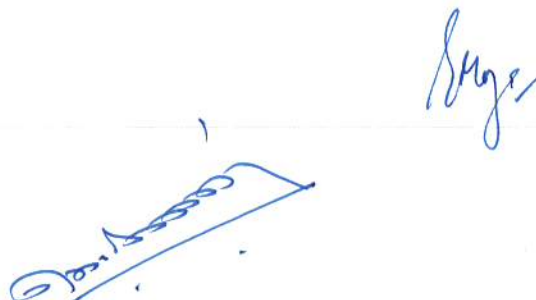
Man-days per annum Audio/Video Operator  $1 \times 6 \times 52 = 312$  man days

Asst. Facility Manager (Admin)  $1 \times 6 \times 52 = 312$  man days

Facility Manager (Technical)  $1 \times 6 \times 52 = 312$  man days  
(Person/day x days/week x weeks per year)

- All persons to be engaged as stated above will be highly skilled and shall be engaged exclusively with the consent of OIBD only.
- Any person not found suitable at any stage after engagement to be replaced suitably by bidder.

Bidder will only be liable for the fulfilment of statutory requirement arising on account of engagement of such person. Bidder will indemnify OIBD on this account.

A handwritten signature in blue ink is located in the bottom right corner of the page. Below the signature is a rectangular stamp, also in blue ink, which appears to contain the name 'S. S. S.' or similar characters, though it is partially obscured and difficult to read.

### SCHEDULE OF RATES (SOR)

Sl.	ITEM	UNIT	QTY	Unit Rate (Rs)	AMOUNT (Rs)
1	Mechanized cleaning and house-keeping services as per NIT	Lump sum/ Month	12		
2	Carpet cleaning services as per NIT	Square Meter	3710		
3	Façade cleaning services (Area as per annexure-1 of NIT)	Lump sum/ Operation	2		
4	General pest control services/Anti-termite treatment service as per NIT	Nos.	12		
5	SERVICE PERSONNEL (Details as per NIT)				
5.1	Lift Operator	Man-days	1248		
5.2	Plumbing Maintenance Services				
5.2.1	Plumber	Man-days	520		
5.2.2	Helper	Man-days	520		
5.3	Receptionist	Man-days	520		
5.4.1	Audio/Video Operator	Man-days	312		
5.4.2	Asst. Facility Manager (Admin)	Man-days	312		
5.4.3	Facility Manager (Technical)	Man-days	312		
<b>Grand Total</b>					

#### Note

1. The scope of above services & service personnel shall be as defined in NIT
2. Quoted prices shall be inclusive of GST & all other taxes, duties, levies etc.
3. Owner reserve the right to interpolate or extrapolate the rates for any new item of the work not covered in schedule of rate from similar item already available in schedule of rates.
4. All item of works mentioned in the schedule of rates shall be carried out as per specification and instruction of owner and the rates are deemed to be inclusive of cost of material, consumable, labour, supervision, tools and tackles, etc. as required in the detailed specification and conditions of the contract.
5. The quantities can vary to any extent positive or negative.
6. Above indicated quantities are for one year of operation. Quantities will accordingly change for 2 years of operation.

*(Signature)*

#### प्रधान कार्यालय :-

ओ.आई.डी.बी. भवन, 'सी' ब्लॉक, तीसरी मंजिल,  
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फोन : 91-120-2594602, 603, 604 फैक्स : 91-120-2594630  
वेबसाईट : www.oidb.gov.in

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#### पंजीकृत कार्यालय :-

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