NOTICE INVITING RE-TENDER FOR PROVIDING HOUSE KEEPING
AND FACILITY MANAGEMENT SERVICES

Sealed tenders are invited under two Bid systems (as enclosed Part-I: Technical Bid and Part-II: Financial Bid). Annexure-I (General Rules & Guidelines) & Annexure II (Agreement) from Companies / Proprietary Firms / Partnership. Firms having minimum five years of experience of providing housekeeping and facility management services in Govt. Organisation or Autonomous govt. Bodies with a minimum annual turnover of Rs.1 cr. during each of the last three Years for Housekeeping & Facility Management Services, holding license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having GST registration and Bidder must have successfully carried one completed similar work of value equal to Rs. 50 Lakhs in any of the last Three Years.

Detailed Tender documents can be obtained from PMU RCPLWEA, BSRDCL against a written request quoting Advt. No. accompanied by a demand draft for Rs.1000/- from any scheduled bank drawn in favour of Executive Engineer (Mech) RCPLWEA, BSRDCL, payable at Patna.

1. Sale of tender documents – From 03.10.2019
2. Last Date of Sale of Tender Documents – 15.10.2019
3. Pre-Bid Meeting – 11.10.2019 at 2.00 PM
4. Last date and time for submission of Tenders dt. 16.10.2019 at 3.00 PM
5. Date and time of Tender opening (Only technical bid) 16.10.2019 at 3:30 PM
6. Cost of Tender document Rs.1000/- to be paid by D.D. only in favour of Executive Engineer (Mech) RCPLWEA, BSRDCL, payable at Patna. (No cash will be accepted)
7. Financial Bid: Date and time will be intimated at a later date to successful Tenderers.
8. Earnest Money Deposit (EMD) to be submitted along with the Technical Bid: Rs.50,000/-
9. This advertisement and detailed tender documents are also available on website: www.bsrdcl.bih.nic.in. If the tender document is downloaded from the website, please enclose the cost of the Tender document (Rs.1000/-) in the form of a Demand Draft in addition to EMD in a separate envelope. The envelope containing the cost of tender document shall be kept inside the outer envelope along with envelope for Technical proposal and envelope for financial proposal. Bid not containing the cost of tender document shall be summarily rejected. (NSIC registered firm will be exempted from tender fee and EMD provided copy of valid attested registration copy to be enclosed)

Tenders received after the time and date given above will not be considered. Tenders will be opened on 16.10.2019 at 3:30 PM in the presence of tenderers, who wish to be present in it. If the date of opening of tender is declared a Gazetted holiday, the same will be accepted and opened on the next working day at the same time.

For any clarification a pre bid meeting at PMU RCPLWEA, BSRDCL, shall be on 11.10.2019 at 2:00 PM.

The PMU RCPLWEA, reserves the right to accept / reject any or all the tender without assigning any reason what so ever.

Executive Engineer (Mech) RCPLWEA,
BSRDCL
RCD Central Mechanical Workshop Campus,
Near Patna Airport, Sheikhpura
Patna 800014
TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES AT PMU RCPLWEA

Tender Document Cost: Rs. 1000/- (Rs. One Thousand only)
NOTICE INVITING SHORT-TENDER FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES

Sealed tenders are invited under two Bid systems (as enclosed Part-I: Technical Bid and Part-II: Financial Bid). Annexure-I (General Rules & Guidelines) & Annexure II (Agreement) from Companies / Proprietary Firms / Partnership. Firms having minimum five years of experience of providing housekeeping and facility management services in Govt. Organisation or Autonomous govt. Bodies with a minimum annual turnover of Rs.1 cr. during each of the last three Years for Housekeeping & Facility Management Services, holding license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having GST registration and Bidder must have successfully carried one completed similar work of value equal to Rs. 50 Lakhs in any of the last Three Years.

Detailed Tender documents can be obtained from PMU RCPLWEA, BSRDCL against a written request quoting Advt. No. accompanied by a demand draft for Rs.1000/- from any scheduled bank drawn in favour of Executive Engineer (Mech) RCPLWEA, BSRDCL, payable at Patna.

1. Sale of tender documents – From 03.10.2019
2. Last Date of Sale of Tender Documents – 15.10.2019
3. Pre-Bid Meeting – 11.10.2019 at 2.00 PM
4. Last date and time for submission of Tenders dt. 16.10.2019 at 3.00 PM
5. Date and time of Tender opening (Only technical bid) 16.10.2019 at 3:30 PM
6. Cost of Tender document Rs.1000/- to be paid by D.D. only in favour of Executive Engineer (Mech) RCPLWEA, BSRDCL payable at Patna. (No cash will be accepted)
7. Financial Bid: Date and time will be intimated at a later date to successful Tenderers.
8. Earnest Money Deposit (EMD) to be submitted along with the Technical Bid: Rs.50,000/-
9. This advertisement and detailed tender documents are also available on website: www.bsrdcl.bih.nic.in. If the tender document is downloaded from the website, please enclose the cost of the Tender document (Rs.1000/-) in the form of a Demand Draft in addition to EMD in a separate envelope. The envelope containing the cost of tender document shall be kept inside the outer envelope along with envelope for Technical proposal and envelope for financial proposal. Bid not containing the cost of tender document shall be summarily rejected. (NSIC registered firm will be exempted from tender fee and EMD provided copy of valid attested registration copy to be enclosed)

Tenders received after the time and date given above will not be considered. Tenders will be opened on the same day i.e. 16.10.2019 at 3:30 PM in the presence of tenderers, who wish to be present in it. If the date of opening of tender is declared a Gazetted holiday, the same will be accepted and opened on the next working day at the same time.

For any clarification a pre bid meeting at PMU RCPLWEA, BSRDCL, shall be on 11.10.2019 at 2:00 PM.

The PMU RCPLWEA, reserves the right to accept / reject any or all the tender without assigning any reason what so ever.

Executive Engineer (Mech) RCPLWEA,
BSRDCL
RCD Central Mechanical Workshop Campus,
Near Patna Airport, Sheikhpura
Patna 800014
Sealed tenders are invited for housekeeping services in PMU RCPLWEA, BSRDCL, RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna- 800014.

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Area &amp; Zone of Housekeeping Services</th>
<th>Cost of Tender Document</th>
<th>Earnest Money</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanized Cleaning &amp; House Keeping in PMU RCPLWEA, RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna-14</td>
<td>PMU RCPLWEA situated at RCD Central Mechanical Workshop Campus</td>
<td>Rs. 1,000/-</td>
<td>Rs. 50,000/-</td>
</tr>
</tbody>
</table>

1. Eligible agencies may visit/inspect the site on any working day between 10.00 AM to 04.00 PM except Saturday between 10.00 AM to 01.00 PM by contacting the designated Officer of PMU RCPLWEA, BSRDCL, RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna-14

2. Tender documents consist of the following:
   i) Tender Notice including eligibility criteria.
   ii) Instructions to Tenderers
   iii) General Conditions of Contract
   iv) Scope of Work
   v) Resource requirement.
   vi) Technical Tender
   vii) List of Existing Contracts
   viii) Financial Tender
   ix) Declaration
   x) Details of Existing Contracts

3. A set of tender documents can be purchased from the Office of PMU RCPLWEA, BSRDCL, RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna-14 on any working day from _________ to ___________ between 10.00 AM to 04.00 PM at a cost of Rs.1,000/- (Rupees One Thousand only) payable by non-refundable demand draft/ Bankers cheque of any nationalised bank drawn in favour of "Executive Engineer (Mech) RCPLWEA", payable at Patna.

4. The original and all copies of the Technical Proposal to be submitted in a sealed envelope and the title of the "Technical Proposal". Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" and with a warning "Do not open with Technical Proposal". The envelopes (envelope 1 – EMD and Cost of Document; envelope 2 – Technical Proposal and envelop 3 – Financial Proposal) shall be placed into an outer envelope and Title of the Tender addressed to Executive Engineer (Mech) RCPLWEA, PMU, RCPLWEA, BSRDCL, RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna-14, should reach latest by _________ up to 03.00 P.M captioned "Tender for providing House Keeping and Facility Management Services"
Technical scores of each technically evaluated bids based on the above criteria would be calculated after evaluation of information and supporting documentation submitted by each bidder. All bidders who have submitted information and documentation as per the tender documents and have scored more than 70 marks on the technical criteria would be considered technically eligible and referred to as Technically Evaluated Responsive Bidders or Pre-qualify Bidders.
10. The PMU RCPLWEA, BSRDCL shall deduct taxes at source at the prevalent rates as per instructions issued by Competent Authority from time to time.

11. The PMU RCPLWEA, BSRDCL reserves the right to cancel / reject whole or any part of the tender which tenderer do no fulfil the condition stipulated in the matter.

12. Once the Tender is submitted, it will be/would be presumed to have understood and accepted all the terms and conditions. No inquiry either verbal or written, shall be entertained in respect of acceptance / rejection of the tender.

13. Any act on the part of the tenderer to influence anybody in the PMU RCPLWEA, BSRDCL is liable for rejection of his tender.

14. Quotation must be unconditional. An alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected.

15. Tenders not conforming to these requirements shall be rejected outright and no correspondence thereof be entertained what so ever.

16. PMU RCPLWEA, BSRDCL reserves the right to accept or reject any bid without assigning any reason thereof.

17. Contract shall be valid for a period of One year, which may be extended for further period up to a maximum of five years on satisfactory performance report with annual escalation of 10%.

18. Power of Attorney must be attached in Bid stating authorisation of person to sign the Bid document and Agreement.

Executive Engineer (Mech) RCPLWEA
BSRDCL
Bihar RCD Mechanical Workshop Campus
(Near Patna Airport)
Sheikhpura, Patna-800014
15. The Contactor shall:
   a. Ensure cleaning work is completed by 9.00 AM everyday.
   b. The manpower duty arrangement shall be made so as the housekeeping staff is available in the office till 8.00 PM.
   c. Ensure Pest/animal and Rodent free environment in the premises.
   d. Provide tissues boxes and hand towels in Officers rooms.
   e. Provide toiletries, steel body liquid soap dispensers, jumbo toilet roll dispensers, etc. in wash rooms, toiletries, C-Fold Towel dispensers, Jumbo Roll dispensers, Soap dispensers etc. in all designed wash rooms and separate garbage bins for each type of garbage (Green, Blue & Red)/bags, etc. in all work station wash rooms and pantries.
   f. Arrange for garbage disposal vehicle, bins and other material required for segregation and disposal of waste in a professional manner.
   g. Provide Waste Management Services when applicable including all equipment, disposables containers, trolleys etc. complete in all respects.
   h. Plan; manage collection, mechanized screening/segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco-friendly manner. The Contractor will arrange for required resources, including manpower, machinery, disposal bags, bins, van, etc. The contractor will also ensure that the garbage collection work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.
   i. Variations: The PMU RCPLWEA, BSRDCL Official may order variations in the scope or quantum of work through a written variation order as per provisions. The payment for the variation shall be worked out on the basis of contract rates for manpower and prorate for additional areas for equipments, toiletries etc.
   j. Payment Procedure: Payment will be made after submission of the bill in duplicate. Payment for manpower will be variable to be calculated on man-days, Charges for items shall be paid on the basis of performance & satisfaction of the
IV. SCOPE OF WORK

(a) **Cleaning Service**

The aim and objective is to provide a high level of cleanliness, hygienic and presentable look to the entire area **(about 6000 sqft.)**. Pre designated managers/supervisors of the contractor will supervise the work. The contractor has to ensure that the staffs deployed is dressed in neat and clean uniform as approved. Officials of PMU RCPLWEA, BSRDCL will monitor the entire work and staff deployed by the selected tenderers.

(b) **Daily services**

Housekeeping / cleaning services should be done daily from Monday to Saturday at regular intervals, so that the areas covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 09:00 AM. Contractor will arrange manpower for special VIP visits at no extra cost.

1. Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc.).
2. Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, library rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.
3. Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collecting refuse at designated site on daily basis.
4. Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipment’s, accessories etc. and cleaning of all window glasses and grills. Cleaning and dusting of window panes/ Venetian blinds.
5. Spraying Room Fresheners (Quality to be approved by PMU RCPLWEA, BSRDCL Authority) in all rooms on a daily basis at regular intervals.
6. Regular spray of mosquito and insects repellents should be done so that the entire office area is free from mosquitoes and other insects.
7. Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
8. Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
9. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipment’s, nameplates, plant boxes, doormats etc.
10. Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
11. Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
12. Cleaning, dusting, scrubbing of pantries, reception, security rooms, library halls, committee rooms, computer labs, etc.
For better management and smooth services the following monitoring mechanism will be adopted by the contractor.

1. **Toilets Checklist**
   This is to be attached on the back of the toilet door. It is to be filled up by the contractor supervising staff on duty daily.

2. **Management/ Housekeeping Service Requirements/ Complaints Report**
   This is to be filled up by the management and administrative staff of the contractor who receive/ observe the complaints/ requirements for any of the services. All suggestion, complaints related to services or staff deployed by the contractor will be registered and reported to PMU RCPLWEA, BSRDCL Official. The contractor will take immediate action to resolve the same failing which the penalty clause will be invoked.

3. **Housekeeping Services Complaints Register**
   This register is to be completed on the basis of information received by the housekeeping Manager from PMU RCPLWEA, BSRDCL through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/ fax/ e-mail, verbal complaints from PMU RCPLWEA, BSRDCL, etc. and necessary action is to be taken.

(g) **Glass Windows And Doors**
   - The contractor shall have his staff to clean glass with appropriate soap solution on weekly basis.
   - Internal Glasses shall be wiped with dry cloth to remove fingerprints at regular intervals. Also vertical blinds cleaning shall be done.

(h) **SCOPE OF WORK FOR HORTICULTURE SERVICES**

1. **Scope of Services For Tank Cleaning**
   There are altogether 1 (One) Water Tank. The cleaning of tank should be planned in such a manner that tank is cleaned in Three Months.
   - Vendor shall clean the tank of any Deposits, Sediments, Algae Growth
   - Vendor shall carry out these activities as per standard operating procedures which shall include but not be limited to the following activities
     - Draining the contents
     - Ventilation of the Tank for any gases
     - Vacuuming
     - Pressure Wash
     - Manual Scrubbing
     - Suck out
   - The Vendor shall provide all equipment, supplies, and manpower for completing this activity
   - Caution signs needs to be set up before the commencement of work
   - Vendor shall get specialized chemicals if required for cleaning depending upon the contamination.
   - The vendor will ensure that all trash is properly disposed outside PMU RCPLWEA, BSRDCL site at any suitable place permitted by Municipal Corporation for disposal of waste and the affected area cleared and cleaned at the end of the job.

2. **Pantry Services**
   The Pantry Attendants would provide the following services:
   - Stock Management and Controlling of pantry consumables-water and other requirements
V. RESOURCES REQUIREMENT

1. It is desired that the contractor should have sufficient machines such as Scrubbing Machine, High Pressure Jet, Wringer Trolley, Caddy Bucket, Signages, Vacuum Cleaner, etc.

Number of manpower to be deployed

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Manpower Description</th>
<th>Tentative No. of staff required</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Trained Housekeeping Staff</td>
<td>1</td>
<td>The number of staff in different categories may be reduced/increased based on the need of the PMU.</td>
</tr>
<tr>
<td>2</td>
<td>Sanitary Staff</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pantry Boy</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Multi Tasking Staff</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Peon Boy</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Security Guard</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

List of Cleaning Materials & Aids

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DUST CONTROL REFILL</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>WET MOP</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>DETERGENT</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>VIM</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>MULTI CLEANER</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>ROOM SPRAY (PREMIUM)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>ODONIL</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>N.BALLS</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>CLEANZO/PHYNYL</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>R1 (Bathroom Cleaner)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>R2 (Glass cleaner/Colin)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>R4 (Furniture cleaner)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>R6 (Toilet cleaner)</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>COLIN (500 ml.)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>MOSQUITO SPRAY</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>AIR WICK</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>AIR WICK (Refill)</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>SOFT DUSTER</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>HARD DUSTER</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>TABLE DUSTER</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>TISSUE BOX</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>HAND TOWELS New &amp; Subsequently dry cleaned</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>LIQUID SOAP</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>REFILL LIQUID HAND WASH</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>TOILET ROLL</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>C Fold TOWEL</td>
<td></td>
</tr>
</tbody>
</table>

Adequate
VI. TECHNICAL TENDER
TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES

Page: 1

Name of The Bidder

Name of owner/ Partners/Directors

Full Particulars of Office

(A) Address
(B) Telephone No. (Landline)
(C) Fax No.
(D) Official E-mail Address

Registration Details :-

(A) PAN/ GIR No.
(B) GST Registration No.
(C) E.P.F. Registration No.
(D) E.S.I. Registration No.

Details of Earnest Money Deposit

(A) Amount (Rs.)
(B) D.D. /P.O. No. and Date
(C) Drawn on Bank
(D) Valid upto

The above format may be used to provide requisite details for the FY 2016-17; 2017-18 & 2018-19.

(i) Audited Balance Sheet
(II) Audited Report Statement

Sig. of tenderer with seal

Date: 

Name: 

Place: 

Seal:
VIII. SELF DECLARATION

1. I, ____________________________ Son/ Daughter of Sri ____________________________
   Proprietor/ Partner/ Director/ Authorised Signatory of ____________________________ and
   competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and
   hereby convey my acceptance of the same.

3. The information / documents furnished along with the above application are true and
   authentic to the best of my knowledge and belief. I/ we, am/ are well aware of the fact
   that furnishing of any false information / fabricated document would lead to rejection of
   my tender at any stage besides liabilities towards prosecution under appropriate law.

4. We are not involved in any major litigation that may have an impact of affecting or
   compromising the delivery of services as required under this tender.

5. We are not black-listed by any Central/State Government/Public Sector Undertaking in
   India

   Sig. of tenderer with seal

   Date:
   Place:

   Full Name:
   Company’s Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the
Company, should be enclosed with Technical tender.
X. DRAFT OF AGREEMENT

THIS AGREEMENT made at Patna this____ day of__________ in the Christian Year between________________________________________, a Company incorporated under the provisions of the __________________________ having its registered office at____________________________________________________________ hereinafter referred to as “the Service Provider” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assign) of the One Part AND Executive Engineer (Mech) RCPLWEA, BSRDCL having its office at RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800014, hereinafter referred to as “the Client” (which expression shall unless it be repugnant to the context or meaning thereof deem to mean and include his/her/their heirs, executors and administrators /its partner or partners for the time being and from time to time of the said firm and the heirs, executors and administrators of the last surviving partner/successor, successors-in-title and permitted assigns) of the Second Part:

WHEREAS:
A. The Service Provider is carrying on business of providing various property management services including facility management services for operating and maintaining various facilities in the office/s, buildings including upkeep of buildings (hereinafter referred to as “Facility Management Services”).

B. The Client requires certain facility management services for its premises situated at, RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800014.

C. The Service Provider has been awarded contract for Facility Management in PMU RCPLWEA, as per client letter no ________ dt. ________ hereto annexed and the client has accepted the proposal of the service provider to avail such services from the service provider on the terms and condition setout hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The recitals contained above form an integral and operative part of this Agreement as if the same are incorporated herein verbatim.

2. SCOPE OF SERVICES:
The Service Provider hereby agrees to provide services as described in Bid Document hereto at the at PMU RCPLWEA, BSRDCL, RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna 800014, Bihar (herein after referred to as the “Client Premises”) and the Client hereby accepts to avail the services of the Service Provider on terms and condition contained herein.

3. FEES:
3.1 In consideration of the Service Provider rendering the services as described in the Scope of Work hereunder, the Client shall pay to the Service Provider a Monthly Fee of Rs.
due to circumstances beyond the control of the Service Provider and/or not attributable to
the Service Provider, the Service Provider and/or the personnel deployed by the Service
Provider are unable to enter the Client’s premises to perform its obligation hereunder, then
in that event, the Client shall continue to make payments to the Service Provider as
contained herein.

However, it is expressly agreed and understood between the parties that such right of the
Service Provider to enter shall be for the limited purpose of carrying out the Service
Provider’s obligations as contained herein and shall not create any right of whatsoever
nature in favour of the Service Provider by way of tenancy, easement or otherwise.

c) Shall provide room facility, adequate for uniform and materials for the personnel deployed
by the service provider.

d) Provide washroom facility to on duty personnel’s of the Service Provider.

e) Make timely payment of fees to the Service Provider in terms of this Agreement.

8. SERVICE PROVIDER’S OBLIGATION:

8.1. The person/s deployed by the Service Provider should be properly trained and dressed
in approved uniform, have requisite experience and skills for carrying out a wide
variety of facility management services using appropriate materials and
tools/equipments. Details regarding the training imparted to employees should be
attached with the technical bid.

8.2 The Service Provider should ensure the Health & safety measures of the employees
Details of health and safety measures that the Service Provider takes, should be
attached. The nodal officer appointed by PMU RCPLWEA Office will also have the
right to conduct health check up of the staff once in 6 months.

8.3 The Service Provider must comply with all the statutory compliances including
payment of minimum wages, provident fund and employee state insurance premium
for all the contract staff deployed for providing the services. Any non-compliance of
any statutory requirement will lead to the termination of the contract.

8.4 Service Provider will have to deposit a Security Deposit of 10% of the contracted
value by way of Bank Guarantee (BG) from a scheduled commercial bank in favour
of Executive Engineer (Mech) RCPLWEA, BSRDCL, Patna valid for 60 days beyond the
expiry of period the contract and further renewable, if required.

8.5 The facilities management services as per scope of work for complete common area,
including outer area, Roads, Path ways, Lobby area, parking area at PMU RCPLWEA,
BSRDCL Office, besides the main office building.

8.6 The contract shall initially be valid for a period of one year and may be extended
further on a yearly basis subject to satisfactory performance, on the same terms &
conditions upto a maximum of five years. Executive Engineer (Mech) RCPLWEA,
BSRDCL, Patna reserves the right to terminate the contract by serving three months’
notice in writing to the Service Provider. The Contract may also be terminated with
mutual consent by giving one month’s notice.

8.7 The Service Provider must provide standard liveries as per List of Cleaning Materials
& Aids as mentioned under V. Resources Requirement under the major head Scope
of Work as in Bid Document, to its staffs or supervisors, with their identity properly
displayed. Samples of liveries will have to be submitted by successful Service
Provider for the approval of Officer of PMU RCPLWEA.

8.8 In case of breach of any terms and conditions attached to this contract, the Security
Deposit of the agency will be liable to be forfeited by PMU RCPLWEA, besides,
limited to a sum not exceeding the annual fee of the Service Provider under this Agreement.

The Parties shall not be liable to the other for any lost revenue, lost profits or other incidental or consequential damages for termination of this Agreement as provided herein.

14. **NOTICE:**

Any notice/s to be given under this Agreement shall be in writing and may be served by registered or recorded delivery mail to the Service Provider at the following address or such other address as the Service Provider may in future specify by notice in writing to the Client:

Mr./Ms./Miss

and to the Client at the following address or such other address as the Client may in future specify by notice in writing to the Service Provider:

To the Client at:
Executive Engineer (Mech) RCPLWEA,
BSRDCL,
RCD Central Mechanical Workshop Campus
Sheikhpura, Near Patna Airport
Patna, Bihar

15. **WAIVER:**

Any relaxation or indulgence granted or shown to the Client by the Service Provider shall not in any way prejudice the rights of the Service Provider under this Agreement or any part thereof, and shall not in any way add alter or amend or vary this Agreement or any part hereof.

16. **CONFIDENTIALITY:**

16.1 The Service Provider shall not use or divulge or communicate to any person (other than those whose province it is to know the same or as permitted or contemplated by this Agreement or with the written authority of the Client or as may be required by law):

a. any confidential information relating to business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Client including its subsidiaries / affiliates which may come to the Service Provider’s knowledge during the course of rendering services under this Agreement;

16.2 The Service Provider shall ensure that its employees are aware of and comply with the confidentiality and non-disclosure provisions contained herein.

16.3 The restrictions contained hereinabove with regards to the confidentiality, shall not apply in the following cases:

a. any information which may come into the public domain otherwise than through unauthorized disclosure by the Service Provider or its employees;

b. any disclosure is required to be made in pursuance of any law or regulation or by a duly authorized written order of court / relevant Government authority.

16.4 any disclosure to the auditors and professional and/or legal advisers of the Service Provider and any other persons or bodies having a legal right or duty to have access to or knowledge of the said information.
The parties to the Agreement represented by their authorized representatives/signatories do and hereby accept that they are duly authorized to represent respective parties to the Agreement for execution of this Agreement for and on behalf of respective parties.

25. **HEADINGS:**
The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

26. **COUNTERPARTS:**
This Agreement is being executed in two counterparts, and each of which shall be deemed to be an original for all purposes and when both taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in two counterparts) the day and year first hereinabove written.

SIGNED AND DELIVERED by the Within named Service Provider

through the hands of its
in the presence of Witness:

SIGNED AND DELIVERED by the Within named CLIENT Executive Engineer (Mech) RCPL.WEA through the hands of its authorized signatory Executive Engineer (Mech) RCPL.WEA

in the presence of Witness: