



# **BIHAR STATE ROAD DEVELOPMENT CORPORATION LTD.**

**(A Government of Bihar Undertaking)**

**Registered Office: Central Mechanical Workshop Campus, Near Airport, Sheikhpura, Patna – 800014**

**Tel: 0612-2226711/ 2226723**

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## **TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES**

Tender Document Cost: Rs. 5000/- (Rs. Five Thousand only)

**Bihar State Road Development Corporation Ltd.**  
**RCD Central Mechanical Workshop Campus, Near Airport, Sheikhpura, Patna – 800014**

Tender No. **BSRDCL/HQ/2017-18/2**

Dated: 19.12.2018

**TENDER NOTICE 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 three years of experience of providing housekeeping and facility management services in Govt. Organisation or Reputed Private Sector Companies / Organisation/ Autonomous Bodies with a minimum annual turnover of Rs.1.0 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. 20 Lakhs in any of the last Three Years.

Detailed Tender documents can be obtained from BSRDCL HQ against a written request quoting Advt. No. accompanied by a crossed demand draft for Rs.5000/- from any scheduled bank drawn in favour of BSRDCL, payable at Patna.

1. Sale of tender documents – From 24.12.2017
2. Last Date of Sale of Tender Documents – 15.01.2018
3. Pre-Bid Meeting – 3.01.2018 at 3.00 PM
4. Last date and time for submission of Tenders dt. 15.01.2018 at 03.00 PM
5. Date and time of Tender opening (Only technical bid) 15.01.2018 at 03.30 PM
6. Cost of Tender document Rs.5000/- to be paid by D.D only in favour of Bihar State Road Development Corporation Ltd. payable at Patna. (No cash will be accepted)
7. Financial Bid: Date and time will be intimated at a later date to successful Tenders.
8. Earnest Money Deposit (EMD) to be submitted along with the Technical Bid: Rs.1,00,000/-
9. This advertisement and detailed tender documents are also available on BSRDCL website: [www.bsrpcl.bih.nic.in](http://www.bsrpcl.bih.nic.in). If the tender document is downloaded from the website, please enclose the cost of the Tender document (Rs.5000/-) 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.

Tenders received after the time and date given above will not be considered. Tenders will be opened on the same day i.e. 15.01.2018 at 03.30 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 BSRDCL HQ shall be on 3.01.2018 at 3.00 PM

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

**Sd/-**

**General Manager**

Bihar State Road Development Corporation Ltd.

RCD Central Mechanical Workshop Campus,

Near Patna Airport, Sheikhpura

Patna 800014

Tel. No. 0612-2226711

**TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES AT BSRDCL HQ PREMISES**

Sealed tenders are invited for housekeeping services in Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna- 800014.

<b>Name of Work</b>	<b>Area &amp; Zone of Housekeeping Services</b>	<b>Cost of Tender Document</b>	<b>Earnest Money</b>
Mechanized Cleaning & House Keeping in Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna- 14	<i>BSRDCL HQ Office; Lokayatan &amp; Sampark Building including open area, garden and parking area situated at RCD Central Mechanical Workshop Campus )</i>	Rs. 5,000/-	Rs. 1,00,000/-

1. Eligible agencies may visit/inspect the site on any working day between 10.00 AM to 04.00 PM and on Saturday (except 2<sup>nd</sup> and Last Saturday) between 10.00 AM to 01.00 PM by contacting the designated Officer of Bihar State Road Development Corporation Ltd., 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 Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna- 14 on any working day from 24.12.2017 to 15.01.2018 between 10.00 AM to 04.00 PM at a cost of Rs.5,000/- (Rupees Five Thousand only) payable by non-refundable demand draft/ Banker cheque of any nationalised bank

drawn in favour of “Bihar State Road Development Corporation Ltd., Patna”, payable at Patna.

4. The original and all copies of the Technical Proposal to be submitted in a sealed envelope clearly marked “**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 and envelope 3 Financial Proposal)** shall be placed into an outer envelope and the title of the Tender addressed to Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna- 14 should reach latest by 15.01.2018 up to 03.00 P.M captioned “Tender for providing House Keeping and Facility Management Services”.
5. If the financial proposal is not submitted by the bidder in a separate sealed envelope and duly marked as indicated above, both Technical and Financial Proposals shall be declared non-responsive.
6. Details of the Tender Document can be seen at BSRDCL's website [www.bsrcl.bih.nic.in](http://www.bsrcl.bih.nic.in)
7. The Technical Bids shall be opened at 03.30 PM on 15.01.2018 in Bihar State Road Development Corporation Ltd., RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna- 14 in the presence of tenderers or their authorized representatives who may wish to be present.
8. The Tenderers whose technical bids are accepted will be informed later about the date of the opening of financial bids.
9. Tenders received after the closing date and time shall not be considered.

### **ELIGIBILITY CRITERIA**

Eligibility Criteria:

1. The Tenderer must have a minimum average annual turnover of Rs.1.0 cr. (Rupees One Crore only) during each of the last three years. Copies of the following documents should be submitted along with the Technical Bid.
  - a) GST Registration
  - b) Registration Certificate from Registrar of Companies / Registrar of Firms / Shop & Establishment Act / etc.
  - c) PAN No.
  - d) EPF & ESI Registration
2. The Tenderer should have sufficient employees on its rolls, specifically trained for housekeeping work.
3. The Tenderer should have minimum three years of experience in doing similar nature of work.
  - a) One similar work of value equal to Rs. 20 Lakhs in any of the last Three Years.

## 4 Marking System

### 4.1 Technical Score

The Proposed Marking System for evaluation of Technical Bids would be as follows:

	Evaluation Criteria	Maximum Marks
<b>A</b>	Organization Related (45 marks)*	
	A1 Year of In/Operation of the Bidder (15 marks)	
	(1) 3 years	3
	(2) 4 years – 5 years	5
	(3) 6 years – 7 years	8
	(4) 8 years – 10 years	12
	(5) More than 10 years	15
	A2 Organization Status (10 marks)	
	(1) Proprietary firm/Partnership firm	2
	(2) Private Ltd Company	5
	(3) Public limited Company	10
	A3 Financial Status of the Company (20 marks)	
	Average annual turnover during last 3 years starting 2014-15. Turnover should not include turnover from other services like catering etc.	
	(1) up to Rs 0.99 crore.	0
	(2) Rs 1.00 crore to less than Rs 1.49 crore	5
(3) Rs 1.50 crore to less than Rs 1.99 crore	10	
(4) Rs Rs 2.00 crore to less than Rs 2.49 crore	15	
(5) Rs 2.50 crore and more	20	
<b>B</b>	Nature of experience in facilities management at least one client in that segment with annual billing more than Rs 10 Lakh in any of the last 3 years (30 marks)*	
	Experience in 1-3 Projects	5
	Experience in 4-6 Projects	15
	Experience in 7-9 Projects	20
	Experience in 10-12 Projects	25
	Experience in 13 or more Projects	30
<b>C</b>	Approach & Methodology (25 marks)	25
	Approach & Methodology, Organization Chart, Monitoring with complete justification of how the services will be provided efficiently.	

In case of ongoing agreements a certificate / letter must be made available from the client regarding the same.

- a. 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-qualified Bidders.

## **II. INSTRUCTION TO TENDERERS**

The tenderers are required to submit bids as following:

1. The original and all copies of the Technical Proposal to be submitted in a sealed envelope clearly marked "**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 and envelope 3 Financial Proposal) shall be placed into an outer envelope and s and the title of the Tender. The Technical Bid with all desired and relevant documents must be submitted in spiral binding with page no. marked on each page, to BSRDCL, Patna" up to 3.00 PM of 15.01.2018. Bid submitted in loose sheets will be rejected.
2. Approach & Methodology, Organization Chart, Monitoring with complete justification of how the services will be provided efficiently should be submitted along with Technical Bid document.
3. Tenders will be opened at 15:30 hrs on 15.01.2018 by the Committee constituted for the purpose in the presence of tenders and /or their representative who may like to be present on given date and time.
4. The tenders form must be clearly filled in ink legible or typed. The tender should quote the rates and amount in the figures and as well as in words. In case, there are differences of amount in words and in figures, amount mentioned in words shall be treated correct and final. Tender document, must be duly signed by the tenderer himself, or his authorized signatory.
5. The forwarding letter and attested copies of the following documents are required to be submitted along with the tender:  
List of clients with Satisfactory Performance Certificate issued by various organizations where such type of work / jobs are being executed presently of have been performed by the contractor earlier, must be enclosed in support of credibility of the company. Certificates from Govt. Organisation or Reputed Private Sector Companies / Organisation/ Autonomous Bodies shall only be considered.
6. The rate quoted should be inclusive of and in accordance with the provisions of Minimum wages Act and Contract Labour Act and other statutory provisions like Provident Fund Act, Bonus, HRA, Gratuity (as applicable), leave uniform allowance, ESIC, etc. and GST as applicable. Breakup of the rate also be submitted in the financial bid.
7. Each paper of the tender should be signed by the Tenderer with seal of Agency / Firm.
8. The agency shall have to deposit Rs. 1,00,000/- as earnest money deposit (EMD) by way of A/c payee Demand Draft / Bankers Cheque payable at Patna (Refundable till the finalization and award of tender to one of the tenderer) pledged in the name of Bihar State Road Development Corporation Ltd.. The amount of EMD should not bear any interest whatsoever, which will be refunded to the un-successful tenderer after award of the work.

9. The successful tenderer shall have to deposit (10%) of the annual payment on the quoted rate as security deposit in the form of Bank Draft / Bank Guarantee of a Nationalized Bank in favour of Bihar State Road Development Corporation Ltd. payable at Patna within 15 days after the offer letter is received by the successful bidder / Agency otherwise the award letter will be treated as cancelled. The amount of security deposit will not bear any interest what so ever.
10. The BSRDCL shall deduct taxes at source at the prevalent rates as per instructions issued by Competent Authority from time to time.
11. The BSRDCL reserves the right to cancel / reject whole or any part of the tender which tenderer do not 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 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. 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 two years on satisfactory performance report with annual escalation of 10%.
18. Power of Attorney must be attached in Technical Bid stating authorisation of person to sign the Bid document and Agreement.

**Sd/-**

**General Manager**

Bihar State Road Development  
Corporation Ltd.  
RCD Mechanical Workshop Campus  
(Near Patna Airport)  
Sheikhpura, Patna-800014  
Tel : 0612-2226711,  
Fax : 0612-2226723

### **III. GENERAL CONDITIONS OF CONTRACT (GCC)**

1. The persons deployed by the Firm / Contractor must be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/ equipment's.
2. All the staff shall wear uniform during service time. The uniform should be neat and tidy. The dress have to be got approved from the management.
3. The Firm / Contractor should ensure the Health and safety measures of the employees. BSRDCL may also conduct health check-up of the staff deployed at regular intervals.
4. The Contractor will be responsible for supply/installation/refilling/maintenance of all such items/ equipments used in wash rooms and other areas for housekeeping purposes.
5. The Contractor must employ adult and skilled labour only. The Contractor shall be fully responsible for the conduct of his staff.
6. The Contractor at all times should indemnify BSRDCL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any other law relating thereto and rules made thereunder from time to time. BSRDCL will not own any responsibility in this regard. The contract shall initially be valid for period of One year and may be extended further for a period of One year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the initial period of One year / extended period of the contract. BSRDCL, however, reserves the right to terminate the contract by serving one month notice, in writing. The Contract may be terminated with mutual consent by giving one month notice.
7. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by BSRDCL besides annulment of the contract.
8. The Contractor must provide standard consumables of reputed brands as per list enclosed to its housekeeping staff/supervisors. The staff shall be in proper uniform as approved by BSRDCL and with their identity properly displayed. Samples of consumables shall be approved by BSRDCL. BSRDCL will provide space for setting up a control room of the Contractor in the premises. The housekeeping staff will first report to the Supervisor in the control room and subsequently deployed for duty after having been checked for consumables, upkeep, issue of material and equipment's, etc. BSRDCL will provide space for a store room to the Contractor in the premises. The storekeeper/supervisor deployed by the contractor will store all their materials and equipment's in the store room and maintain a computerized record of the stores which shall be opened to inspection by BSRDCL staff during working hours.
9. BSRDCL will ensure that the Office Rooms, Conference Rooms, Visitor Rooms etc. are open at designated hours for cleaning/ housekeeping work.



10. The Contactor shall:

- a. Ensure cleaning work is completed by 9.00 AM every day.
- 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. Ensure that their Supervisor is equipped with mobile phone.
- g. Arrange for garbage disposal vehicle, bins and other material required for segregation and disposal of waste in a professional manner.
- h. Provide Waste Management Services when applicable including all equipment, disposables containers, trolleys etc. complete in all respects.
- i. 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.
- j. Variations: The 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 prorata for additional areas for equipments, toiletries etc.
- k. Payment Procedure: Payment will be made in the first fortnight of the succeeding month upon submission of the bill in duplicate. Payment for manpower will be variable to be calculated on mandays, Charges for items as in Financial Bid shall be paid on the basis of performance & satisfaction of the concerned Officer deputed for the purpose by BSRDCL. However, no additional payment shall be made on account of any delay in payment.
- l. Liquidated damages: Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by BSRDCL and if no action is taken within ONE Hour, liquidated damages @Rs.500/- per complaint shall be imposed. The decision of BSRDCL shall be final, in this regard. For this one complaint register shall be maintained in each of the building in which complain shall be registered and will be brought to the notice of Supervisor by the Officer concerned of BSRDCL.

- m. Manpower: Any misconduct/ misbehaviour on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to BSRDCL.
- n. The Contractor should ensure to maintain adequate number of manpower and also arrange a pool of stand by housekeeping staff/ supervisor. In case any housekeeping staff/ supervisor is absent from the duty, the reliever of equal status and capability shall be provided by the Contractor from an existing pool of housekeeping staff.
- o. Materials : Any deviation in the material quality and quantity quoted will invoke penalty as decided by the competent authority. For proper maintenance, suitable cleaning material which are environment friendly, not harmful to humans and property should be used.
- p. Risk Clause: The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement.
- q. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the BSRDCL.
- r. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BSRDCL and shall not knowingly lend to any person or company any of the effects or assets of the BSRDCL under its control.
- s. In the event of loss/damage of equipment's etc. at the premises of the BSRDCL due to negligence/carelessness of Contractor's staff, if established after a joint enquiry, then the Contractor shall compensate the loss to BSRDCL.
- t. The Contractor or its representative/s shall meet BSRDCL representative/s regularly to take feedback regarding the Housekeeping services. The Contractor will also maintain a suggestion book for comments on the services rendered by it. The Contractor shall not assign or sublet this Agreement or any part thereof without the approval of the BSRDCL.
- u. In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities of the Sub Contractor/Associate.
- v. Appointment of Supervisors will be done subject to satisfaction of BSRDCL's representatives and must be approved by them.
- w. Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the CGM, BSRDCL whose decision shall be final and binding on both the parties.

(Signature of tenderer with seal)

## **IV. SCOPE OF WORK**

### **Cleaning Service**

The aim and objective is to provide a high level of a cleanliness, hygienic and presentable look to the entire area. 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 BSRDCL will monitor the entire work and staff deployed by the selected tenderers.

#### **(a) 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, training 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 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, training halls, committee rooms, computer labs, etc.
13. Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains etc. as directed by the BSRDCL officials Incharge.

### **(c) Waste Disposal Management**

The contractor will ensure collection, mechanized screening/ segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the contractor will arrange to suitably transport and dispose garbage from the earmarked area to the nearest BSRDCL bin outside each premises.

The contractor shall keep bins of different colour Red, Green & Blue of suitable size and specification bins at the collection area. The contractor will employ his staff for the collection/ disposal work. The garbage will have to be disposed off at least twice a day. The contractor will also arrange for the garbage bags, prepare a flowchart indicating the method of collection/ disposal, etc.

### **(d) Weekly Services**

The deep cleaning of the entire area will be done by the contractor once a week as under:-

1. Dusting of entire area including windows/ windowpanes/ doors/ ledges, etc.
2. Thorough cleaning/ sweeping/ washing/ mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
3. Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
4. Cleaning of all windows glasses and grills with detergents/ cleaning agents.
5. Washing of outside area with High Pressure Jet Machine.
6. Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
7. The Tenderer will make a cleaning programme and submit to BSRDCL for weekly cleaning so that BSRDCL's concerned official/ Incharge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
8. The contractor will work in the specified area mentioned in the scope of work.
9. The contractor will provide the duty register to BSRDCL as required.

### **(e) Pest and Rodent Control Services**

1. The Contractor shall take effective measures for Rodent and Disinfection Services including fogging etc. in the area under contract.

2. The contractor shall use chemicals that are harmless to humans. Further, the chemicals should not leave any spot in the treated area.
3. The contractor will be responsible for any damage to human/ machinery by any chemicals used by him. Any damage caused to machinery/ books / documents due to rodent and disinfection services in the areas covered under contract shall be made good by the contractor.
4. The contractor will submit a detailed plan for carrying out the Pest and Rodent Control Services. The work should preferably be done on fortnightly basis and ideally scheduled on Sunday or holiday.

**(f) Housekeeping Monitoring and Control**

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 on the computer provided to the contractor and reported to 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 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 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 Ground Maintenance**

- 1.1 A comprehensive ground maintenance service shall be provided to meet the requirements of BSRDCL and in accordance with good practice.
- 1.2 All products used in connection with ground maintenance shall be used and safely stored in accordance with good practice and applicable legislation.
- 1.3 All equipment's used in the delivery of the services shall meet statutory electrical and mechanical safety requirements

## **2 Hard Landscaping**

2.1 Hard Landscaping Maintenance shall include but not be limited to:

- Footways/ Footpaths/ Road Surfaces.
- Courtyard Paving.
- Steps to entrances.
- Car Parking Areas.
- Kerbs, Edgings and Pre-formed Channels.
- Fencing/ Gates and Boundaries.

2.2 The Service Provider shall ensure that: -

2.2.1 All external hard surfaces are kept safe, clean and tidy.

2.2.2 All areas must be kept free of a large accumulation of leaves, weeds and any other solid matter.

2.2.3 All external hard surfaces shall be kept reasonably free of weeds, moss, lichen or any other organic growth and litter.

2.2.4 Fences gates and boundaries must be maintained and replaced to deter unauthorized access and to retain the appearance of well-kept facilities.

## **3 Soft Landscaping**

3.1 The Service Provider shall maintain, all of the grassed and planted areas, hedges and trees, in a manner which ensures the establishment of healthy and vigorous plants and a close textured, weed free which creates a neat and tidy appearance.

3.2 Soft Landscaping Maintenance shall include but not limited to:

- Grassed Areas;
- Horticultural Works;
- Office Plants and Flowers;

## **4 Grassed Areas**

4.1 This section shall include but not be limited to the following: -

- All grassed areas shall be maintained in a neat, tidy and usable condition appropriate to the designated use/ location;
- All grassed areas shall be kept free of weeds, moss or extraneous growth;
- All grassed areas shall be kept in healthy growth at a reasonable length;
- Following grass cutting operations, all adjoining surfaces shall be free of any arising cuttings etc.
- All grassed areas shall be kept free of large accumulations of litter and foreign matter such as stones, animal faeces, bricks and glass.

## **5 Horticultural Works**

This section shall include but shall not be limited to the following: -

- All horticultural works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance;
- All trees, perennial plants and shrubs shall be maintained so that they are in healthy growth;
- Trees and shrubs shall be kept to an acceptable height and form and are to be pruned in accordance with good horticultural practice;
- Plants or shrubs shall not obstruct or encroach pedestrian or vehicular traffic routes;

- Garden shall be kept clear of litter, weeds, leaves, suckers, dead flower heads, rubbish, animal faeces and other debris, and remain in a neat and tidy condition at all times;
- All plants/ trees and shrubs etc., which have or appear to be dying, should be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.

## **6 Office Plants and Flowers**

6.1 This section shall include but not be limited to the following: -

- All office planting works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance;
- All plant specimens shall be maintained so that they are in healthy growth;
- All plant specimens shall be kept to an acceptable height and form and shall be pruned in accordance with good horticultural practice;
- All pots/ containers shall be cleaned and replaced where necessary;
- All plant specimens, which have or appear to be dying shall be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.
- Approximately 250 Flower pots shall be required for the purpose which shall have seasonal, indoor and decorative plants

## **7. Scope of Services For Tank Cleaning**

There are altogether 5 (Five) Water Tanks (1 Sanrachna, 3 BSRDCL HQ & 1 Sampark), The cleaning of tanks should be planned in such a manner that every tank is cleaned in Three Months.

- Vendor shall carry out the Tank Cleaning work every month in the first week
- 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 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.

### 8. ELECTRICAL MAINTENANCE SERVICES

1	Electrical substation, 11 KV/ 440 V including all panels, AMF, APFC, Change over, Transformers, Cables, and associated earthing system etc. installed in Electric Room.	All in all maintenance of the various Electrical installations Specified including all spares, T&P, manpower.	The service Provider has to keep the trained operators for proper operation and observation round the clock. The operator will have the responsibility of operating 2 Generators as and when there is power cut or as instructed by BSRDC Authority with maintenance of timing of operation per day.	<p>Minimum downtime, coordination with the power supplier for uninterrupted power supply round the clock.</p> <p>Job Responsibilities</p> <ul style="list-style-type: none"> <li>• Track the consumption of all consumables.</li> <li>• Ensure all indication bulbs in panels are functional.</li> <li>• Ensure ventilation in LT/Transformer/DG room is proper and adequate.</li> <li>• Ensure all ACB's/MCCB are healthy.</li> <li>• Ensure that Capacitors panels are functional.</li> <li>• All alarms to be checked and logged.</li> <li>• Check all electrical installation viz. Panel rooms, LT/HT Room/DG Room for any abnormality.</li> </ul>
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### 9. PARKING MANAGEMENT

The service provider would have to provide a complete organized and systematic parking management system for the Office.

The parking area should be divided in the following category:

- Four / Two wheeler / Cycle parking for officials & Visitors

The service provider would provide sufficient manpower to manage the entire parking area during working hours

1. The service provider would ensure that only labeled four / two wheelers are parked at the reserved parking kept for officials
2. The service provider would have to ensure trouble free movement of vehicles inside the Office
3. The service provider would have to ensure that no unauthorized vehicle is parked inside the Office
4. The service provider would have to keep an entry / exit record of all the vehicles which would then be made a part of monthly MIS

### 10. PANTRY SERVICES

The Pantry Attendants would provide the following services:

- Stock Management and Controlling of pantry consumables-water and other consumables



- Provide services during meetings and conferences
- To take proper care of crockery/cutlery
- To maintain hygiene levels of the pantry services
- To follow the instructions of the client.
- Ensure high standard of service level
- Consumables shall be provided by BSRDCL

#### 11. PLUMBING SERVICES

- Performing of plumbing work, including minor work and ordinary repairs
- Service of sanitary, and water piping to the final point of connection of the exterior of a building or structure located within the campus of BSRDCL;
- Installation, extension, alteration, repair, maintenance and removal of water service piping or water distribution piping, approved backflow prevention devices and assemblies,
- Consumables shall be provided by BSRDCL

#### 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, Vaccum Cleaner, etc.

#### Number of manpower to be deployed

Sl. No.	Manpower Description	Tentative No. of staff required	Remarks
1	Housekeeping Supervisor	1	The number of staff in different categories may be reduced/increased based on the need of the Corporation.
2	Trained Housekeeping Staff	14	
3	Sanitary Staff	4	
4	Electrician	1	
5	Pantry Boy	4	
6	Multi Tasking Staff	1	
7	Peon Boy	2	
8	Carpenter	1	
9	Plumber	1	

#### List of Cleaning Materials & Aids

Sl. No.	Items	Qty.
1.	DUST CONTROL REFILL	10
2	WET MOP	10
3.	DETERGENT	5Kg
4.	VIM	2Kg
5.	MULTI CLEANER	10 LTRS
6.	ROOM SPRAY (PREMIUM)	24 BOTTLE
7.	ODONIL	100
8.	N.BALLS	5 kg
9.	CLEANZO/PHYNYL	40 litres.
10.	R1 (Bathroom Cleaner)	10 litres.

11.	R2 (Glass cleaner/Colin)	15 litres.
12.	R4 (Furniture cleaner)	10 litres.
13.	R6 (Toilet cleaner)	70 litres.
14.	COLIN (500 ml.)	20
15.	MOSQUITO SPRAY	40
16.	AIR WICK	10
17.	AIR WICK (Refill)	10
18.	SOFT DUSTER	48
19.	HARD DUSTER	48
20.	TABLE DUSTER	48
21.	TISSUE BOX	
22.	HAND TOWELS New & Subsequently dry cleaned	Adequate
23.	LIQUID SOAP	18
24.	REFILL LIQUID HAND WASH	Adequate
25.	TOILET ROLL	18
26.	C Fold TOWEL	Adequate

Besides, covered trolleys, Dustbins, dustpan, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. to be provided by the Contractor as required.

The required quantities of cleaning material and aids for the month shall be procured and shall be stored in the store room and issue to the staff daily as required.

Computerized records shall be maintained which shall be opened to inspection by BSRDCL staff during working hours. The computer shall be provided by the Service Provider.

Monthly consumption report shall be generated and be enclosed along with invoice and shall be paid as per actual.

Sig. of tenderer with seal

**VI. TECHNICAL TENDER****TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES****Technical Tender Page : 1****Page: 1**

1	<b>Name of The Bidder</b>	
2	<b>Name of owner/ Partners/Directors</b>	
3	<b>Full Particulars of Office</b>	
	(A) Address	
	(B) Telephone No. (Landline)	
	(C) Fax No.	
	(D) Official E-mail Address	
4	<b>Registration Details :-</b>	
	(A) PAN/ GIR No.	
	(B) GST Registration No.	
	(C) E.P.F. Registration No.	
	(D) E.S.I. Registration No.	
5	<b>Details of Earnest Money Deposit</b>	
	(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 2013-14; 2014-15 & 2015-16.

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

Sig. of tenderer with seal

Date:

Name:

Place:

Seal:

**VII. FINANCIAL BID****TENDER NOTICE FOR PROVIDING HOUSE KEEPING AND FACILITY MANAGEMENT SERVICES**

II. Name of Tenderer: \_\_\_\_\_

S. No.	Particulars	Unit	Rate Per Month* (Rs.)	Total Nos.	Amount
<b>A</b>	<b>MANPOWER CHARGES</b>				
		Monthly			
<b>1</b>	Housekeeping Supervisor			1	
<b>2</b>	Trained Housekeeping Staff			14	
<b>3</b>	Sanitary Staff			4	
<b>4</b>	Electrician			1	
<b>5</b>	Pantry Boy			4	
<b>6</b>	Multi Tasking Staff			1	
<b>7</b>	Peon Boy			2	
<b>8</b>	Carpenter			1	
<b>9</b>	Plumber			1	
<b>B.</b>	Items for Other Services	Frequency of Service			
	(a) Charges for Machineries and equipment's, any other item(s) that may be required for fulfilment of the contract;	Monthly			
	(b) Charges for toiletries and dispensers, cleaning material and aids, any other item(s) that may be required for fulfilment of the contract;	Monthly			
	(c) Charges inclusive of material, equipment's & manpower for providing Pest and Rodent Control Services (including anti-termite treatment) (Twice in a Week)	Monthly			
	(d) Charges inclusive of material, equipment's & manpower for tank cleaning. <b>(Total 9 Tanks)</b> . The cleaning of tanks should be planned in such a manner that every tank is cleaned in Three Months.	Monthly			
	(e) Charges inclusive of material, equipment's & manpower for gardening services.	Monthly			
	<b>Total of (Rs.)</b>				
	<b>GST</b>				
	<b>Grand Total</b>				

\*

The above rates are inclusive of ESI contribution EPF etc. and GST.

\*\*Payment for Items at a to e is subject to full satisfaction of the Officer Concerned. Payment may be deducted proportionately subject to non-fulfilment of the contract.

Sig. of tenderer with Seal

Date:

Full Name:

Place:

Company's 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

Date:

Place:

Sig. of tenderer with seal

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.**

**IX. DETAILS OF THE EXISTING CONTRACTS**

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of Contract	
				From	To
				DD/MM/YY	DD/MM/YY
A					
B					
C					
	Additional information, if any				

The above format may be used to provide requisite details.

Sig. of tenderer with Seal

Date:

Name:

Place:

Seal:



referred to as the “Client Premises”) and the Client hereby accepts to avail the services of the Service Provider on terms and conditions 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. \_\_\_\_\_ (Rupees \_\_\_\_\_) hereto within 15 days upon submission of invoices with MIS report. The payment of fees shall be subject to statutory deductions as may be applicable under law/s.
- 3.2 The payment of aforesaid monthly fee to be made by the client to the service provider on the submission of bill which shall be inclusive of GST and the client shall pay all taxes (central and state both) as may be applicable from time to time.
- 3.3 It is expressly agreed and clarified between the parties that the fees as aforesaid are exclusive of the cost of spares, consumables etc. which are not covered in the cost sheet i.e. Financial Bid and such cost as may be mutually agreed shall be borne by the Client as required.
- 3.4 In the event of Client requesting for services not covered hereunder, the Service Provider may render such services at such price/fees and on such terms and condition as may be mutually agreed by executing a Supplemental Agreement.
- 3.5 The above fee is for services to be provided at the Client Premises described herein above. Any change in location and/or increase in the area of Client Premises, resulting in increase in Service Provider’s cost shall entitle the Service Provider to increase the fees as may be decided mutually.

### **4. TERM:**

- 4.1 This Agreement shall be for a period of 12 (Twelve) months commencing from \_\_\_\_\_, and expiring by efflux of time on \_\_\_\_\_ unless terminated earlier or extended as provided hereunder.
- 4.2 The parties may extend the term of this Agreement for such period and for such monthly fees and other terms and conditions as may be mutually agreed.

### **5. HANDLING OF EQUIPMENTS:**

The Service Provider undertakes to ensure that the personnel deployed by it shall handle the equipments of the Client with adequate care and caution. The Service Provider undertakes to effectively indemnify and keep indemnified the Client for any loss suffered by the Client as a result of gross negligence, carelessness or any wrongful act or omission or criminal act including those in the nature of theft, willful damage directly and solely attributable to the Service Provider or the personnel deployed by it during the performance of this Agreement.

### **6. INHERENT PROBLEMS:**

The Client shall inform the Service Provider of all and any chronic and inherent problems which exist including all and any subsequent changes or events from time to time which



are likely to affect the smooth operation of services/performance of the Service Provider's as envisaged herein.

**7. CLIENT'S OBLIGATION:**

It is agreed between the parties that to enable the Service Provider to effectively carry out its obligation hereunder the Client shall:

- a) To defend, indemnify and keep the Service Provider indemnified and harmless at all times, from and against any and all penalties, claims, actions, proceedings, enquires, demands, damages, assertions of liability whether civil, criminal (including attorney's fees and any other cost, expenses, loss, damages or consequences thereof), arising out of or pertaining to or resulting from any breach or non-compliance by the Client of its obligation herein or from any breach or non-compliance with any law/rules/regulations.
- b) Allow the Service Provider and the personnel's deployed by it to enter upon the client's premises, subject to the rules and regulations of the Client in vogue from time to time. If 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 locker 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 BSRDCL for Bihar State Road Development Corporation Ltd. (BSRDCL) 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 Performance Security Deposit of 10% of the contracted value by way of Bank Guarantee (BG) from a scheduled commercial bank in favour of "Bihar State Road Development Corporation Ltd. (BSRDCL) Office, 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 defined in Annexure A to B below and for complete common area, including outer area, Roads, Path ways, Lobby area, parking area at Bihar State Road Development Corporation Ltd. (BSRDCL) Office.
- 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 three years. Chief General Manager, 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 BSRDCL.
- 8.8 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by BSRDCL besides annulment of the contract.
- 8.9 Staff deployed by the Service Provider shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property/person.
- 8.10 Bihar State Road Development Corporation Ltd. or any of its Officers / Staff will not extend any loan or advances to any staff of the Service Provider working at the sites, or will not entrust any valuables or keys of any cabin/ office/ enclosure where confidential/ valuable documents/ items/ assets are stored, to the staff members of the Service Provider.
- 8.11 The Chief General Manager, BSRDCL reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome any problem that may arise at a later stage.
- 9. NON-SOLICITATION:**  
The Client agrees and undertakes not to offer whether directly or indirectly or through third parties any contract/employment to any Service Provider's and/or Service Provider's hired staff(s)/vendors/vendors staff deputed on the Client Premises or otherwise, during the period of this Agreement and up to one year after expiry of this Agreement without written approval of the Service Provider.
- 10. SUB-CONTRACTING:**  
The contractor may engage any sub-contractor to the extent of 40% of the contract award on explicit approval of employer. However, this will not relieve the main contractor from

liability arising out of sub contract in the work. Employer may on its discretion pay directly to the subcontractor part of sum due on behalf of Main Contractor in case of default made in payment by the Main Contractor to the sub- Contractor which shall be further adjusted from the Main Contractor due payment or by way of recovery from the Main Contractor.

**11. REFERRED EMPLOYEES:**

It is expressly agreed and understood between the parties that the Service Provider shall be responsible for any actions of its employee/s and/or sub-contractors employees, where such employee's is/are retained/appointed by the Service Provider/Sub-Contractor on Client's reference for the purpose of deployment at Client's Premises/Location.

**12. TERMINATION:**

12.1 The management may terminate this Agreement for whatsoever reasons at any time by giving prior notice of Thirty days in writing,

12.2 Notwithstanding anything contrary contained in clause 12.1 above, BSRDCL shall be entitled to terminate this Agreement forthwith in the following cases:

**TERMINATION BY CLIENT:**

- a) in case, the Service Provider commits breach of any of the terms and conditions of this Agreement and is called upon to rectify such breach and repeatedly fails to rectify the same within the notice period or such extended or further period as may be agreed between the parties;
- b) If the Service Provider and/or any of its members, employees / staff, agents or associates is found to be involved in any immoral or criminal activity including fraud, misrepresentation and or breach of trust; or
- c) the Service Provider goes into winding-up, voluntary or otherwise or commits any act of insolvency or if any attachment or distress proceedings are commenced in respect of any assets of the Service Provider;

**13. SURVIVAL:**

Rights and obligations accrued prior to expiry or termination of the Agreement and all rights and obligations, which by their nature are intended to survive the expiry or termination of the Agreement, shall survive such expiry or termination.

**14. LIMITATION OF LIABILITY:**

The Service Provider's total liability to the Client, due to indemnities contained herein or otherwise, including that of any third party claims, in contract, tort including negligence or breach of statutory obligations, misinterpretation, restitution or otherwise, arising in connection with the performance or contemplated performance of the services shall be 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.

**15. 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:

Chief General Manager

Bihar State Road Development Corporation Limited,

RCD Central Mechanical Workshop Campus

Sheikhpura, Near Patna Airport

Patna, Bihar

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**16. 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.

**17. CONFIDENTIALITY:**

17.1 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;

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

17.3 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.

c. 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 in connection with the business of the Service Provider;

- d. any disclosure to personnel/contractors of the Service Provider on a need to know basis who are concerned with the services to be rendered under this Agreement;

**18. PROPRIETARY RIGHTS:**

The Service Provider shall continue to own the software tools that it develops and/or brings in including but not limited to service management software, guides, standard operating procedures and documentations (hereinafter collectively referred to as "Tools") for the purpose of overall services management at client premises. All the rights including all intellectual property rights on these Tools, whether in original or copies shall remain the exclusive property of the Service Provider and on expiry or earlier termination of this agreement the Client shall return all such tools to the Services provider. The Client covenants with the Service Provider that it shall not claim any rights of whatsoever nature on the aforesaid Tools.

**19. DISPUTE RESOLUTION:**

In the event any disputes, differences, or controversies arise between the parties hereto, out of or in relation to or in connection with provisions of this Agreement, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement. In case the amicable settlement cannot be reached, such disputes, differences or controversies shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of such Arbitration shall be Patna and shall be conducted in English. The award of the Arbitrator/Arbitral Tribunal shall be final and binding on both the parties hereto.

**20. SEVERABILITY:**

If any term or provision of the Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

**21. FORCE MAJEURE:**

No liability shall be attached to the Service Provider for non-performance or delayed execution of this Agreement as a result of force majeure circumstances such as fire, flood, earth quake, wind, snow, strikes, bandhs, lock-outs, accidents, acts of terrorism, shortages of materials, supplies or qualified employees, or other causes beyond the reasonable control of the Service Provider.

**22. ENTIRETY OF AGREEMENT:**

This Agreement, along with its Schedules and annexure/s shall constitute the entire agreement between the parties on the subject matter and supersedes all prior arrangements and agreements between the Parties. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the

parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

**23. ASSIGNMENT:**

The Service Provider shall not, without Client’s prior written consent, assign this Agreement to any person in any manner whatsoever.

**24. RELATIONSHIP OF THE PARTIES:**

It is hereby expressly agreed and clarified that the relationship between the Client and the Service Provider is on principal-to-principal basis and neither Party is, nor shall be deemed to be, an agent/ partner of the other. Nothing in this Agreement shall be construed to render the Service Provider a partner or agent of the Client.

**25. CORPORATE AUTHORITY:**

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.

**26. 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.

**27. 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 )  
 Bihar State Road Development Corporation Limited )  
 through the hands of its authorized signatory )  
 Chief General Manager )

in the presence of )  
 Witness: