

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & Electrical), sanitation, cafeteria and security services etc at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

**Period of Contract** - One Year (Extendable for another two years, one year at a time)

Start date of the Bid	26-08-2016 by 10:00 AM
Last date and Time of submission of Bid form	16-09-2016 by 03:00 PM
Date and time of opening of Technical bids	16-09-2016 by 04:00 PM
Date and time of opening of Financial bids	Will be intimated to the Technically successful Bidders
Performance Security	Rs. 20,00,000/=
Bid Security	Rs. 2,50,000/=
Bid Validity	90 days after opening the bid.

Bid document can be downloaded from the website [www.labour.bih.nic.in](http://www.labour.bih.nic.in)

**1. GENERAL:-**

1.1 The Principal Secretary, Labour Resources Department, Bihar, Patna invites sealed bids under **Two-Bid system** from reputed agencies having capacity to provide comprehensive management including civil and electrical maintenance and construction, sanitation, security and cafeteria services with the suitable and uniformed trained manpower. The present bid is being invited to provide civil and electrical maintenance, sanitation, security and cafeteria services etc under which the bidder shall provide uniformed trained personnel and use its best endeavors to provide above services at the Niyojan Bhawan, Bailey Road, Patna-800001. The details of above services is included in the Scope of Work. Partnership firm / Joint ventures / Consortium are not permitted.

**2. ELIGIBLE BIDDERS:-**

The eligible bidder should have experience of at least three years in the construction of building (including Civil and Electrical both) or should have at least three years of experience in providing at least four services from the following services in any of the Departments or Institutions of the Government of Bihar or Govt. of India or private institutions:

- (i) Civil maintenance
- (ii) Electrical maintenance (includes electrical, audio-visual equipments, CCTVs, lifts, firefighting system, air-conditioning system, maintenance of auditorium),
- (iii) Sanitation services,
- (iv) Security Services,
- (v) Catering services

The present bid is being invited for providing all the above services in Niyojan Bhawan. The agencies not in position to provide all the above services as a whole i.e. providing a few services mentioned above will not be eligible for this contract.

2.1 All eligible bidders should have at least three consecutive year experience and an annual minimum turnover of Rs.1.00 Crore during the last three financial years ending with 2014-15.

2.2 The bidder should have the experience of completion of similar works in any of the Departments or Institutions of the Government of Bihar or Govt. of India or as follows:-

- (a) Three similar completed works costing not less than Rs.25 Lacs each in each year for the preceding three Years including 2015-16; or
- (b) Two similar completed works costing not less than Rs. 40 Lacs each in each year for the preceding three year including 2015-16; or
- (c) One similar completed works costing not less than Rs.60 Lacs each in each year for the preceding three year including 2015-16

### 3. QUALIFICATION OF THE BIDDERS;-

3.1. The Bidder shall be in the business of construction of building (including Civil and Electrical both) or shall be providing at least four services mentioned in the eligibility criterion in their respective areas for the past three years continuously. Documentary evidence in support of this should be provided.

3.2. Bidder should be registered with State Public Works Department/ Central Public Works Department/ Military Engineering Service/ Border Road Organization/Public Sector Organization set up by the Central or State Government. Documentary evidence should be provided.

3.3. The bidder must have at least one running contracts for providing such services, the annual value of which should not be less than Rs. 25 lakh each. Copies of agreement/work order from client as documentary evidence should be provided.

3.4. The bidder must be registered under Provident Fund Act and ESI Act. Copy of registration papers along with code numbers attached to the agency/company should be provided or he has to furnish the registration papers within one month from the date of award on contract.

3.5. The bidder should have valid VAT and Service tax registration numbers and documentary evidence for the same should be provided.

3.6. The bidder should ensure that they have rendered satisfactory performance during the last 3 years and the bidder firm is not blacklisted by any department of Govt. of India or Govt of Bihar in the last 3 years due to unsatisfactory performance. Any suppression of material facts or discrepancy in this respect will lead to disqualification of the bid.

3.7. Bidder shall submit a copy of PAN Card No. under Income Tax Act.

3.8. Bidder must submit copies of all documents required, duly self-attested, along with pre-qualification bid of the bid.

3.9 Each bidder is required to confirm & declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm & declare that no agency commission or any payment which will be construed as an agency commission will be paid & that the bid price will not include any such amount. If the Department subsequently find to the contrary, the Department has the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.10. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance a bid will be an offence under Laws of India. Such section will result in the rejection of bid, in addition to other punitive measures.

#### 4. ONE BID PER BIDDER:-

Each bidder shall submit only one bid by himself.

#### 5. COST OF BID:-

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

#### 6. VISIT TO DEPARTMENT:-

The bidder is required to provide comprehensive management including civil and electrical maintenance, sanitation, security and cafeteria services at Niyojan Bhawan, and is advised to visit and acquaint himself with the area and operational system present there. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the Niyojan Bhawan, and is aware of the operational conditions prior to the submission of the bid documents.

#### 7. BID DOCUMENTS:-

7.1. Contents of Bid Documents.

7.1.1 The Bid document is to be downloaded from the website [www.labour.bih.nic.in](http://www.labour.bih.nic.in) and is to be submitted to the same office of the Principal Secretary, Labour Resources Department, Bihar, Patna after filling it. The bid document comprises of:

a) Notice of Invitation of Bid.
b) Price Bid.

c) Terms and Conditions.
d) Bid form for providing comprehensive management including civil and electrical maintenance, sanitation security and cafeteria services at Niyojan Bhawan, Bailey Road, Patna, Bihar. (Annexure-I)
e) Scope of work (Annexure-II)
f) Details of areas to be cleaned (Annexure-III)
g) Menu for the Cafeteria Services in Niyojan Bhawan (Annexure-IV)
h) Check list for Technical bid (Annexure-V)
i) Undertaking (Annexure-VI)
j) Form of Bank Guarantee for performance Security (Annexure-VII)
k) Form of Agreement (Annexure-VIII)

7.1.2 The bidder is expected to examine all instructions, forms, terms & condition in the bid documents. Failure to furnish all information required by the Bid document or submission of a bid not substantially responsive to the Bid document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to 7.2.1 the text of the Bid document.

#### 7.2. CLARIFICATION OF BID DOCUMENT:-

7.2.1. In case the bidder has any doubt about the meaning of anything contained in the bid document, he shall seek clarification from the office of the Principal Secretary, Labour Resources Department, Bihar, Patna immediately, before submitting his bid. Any such clarification which had been sought will be made available to all bidders without disclosing the identity of the bidder seeking clarification.

7.2.2 Except for any such written clarification by the Principal Secretary, Labour Resources Department, Bihar, Patna which is expressly stated to be an addendum to the bid document, issued by the Office of Principal Secretary, Labour Resources Department, Bihar, Patna, no written or oral communication, presentation or explanation by any other employee of the department shall be taken to bind the department under the contract.

### 8. PREPARATION OF BIDS:-

#### 8.1. Language.

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

#### 8.2 DOCUMENTS COMPRISING THE BID.

The bids are to be sent by in hard copy. The bid document shall comprise of documents as described in Clause 7.1.

8.2.1 The bidder shall, on or before the date given in notice Inviting Bid, shall submit his bid in hard copy.

8.2.2 The bidder shall deposit bid security (E M D) for an amount of Rs.2,50,000/- in the form of an Account Payee Demand Draft in favour of The Principal Secretary, Labour Resources Department, Bihar, Patna along with the hard copy of Bid documents. The Demand draft submitted by unsuccessful bidders will be returned to them on or before the 30th day after the award of the contract.

8.2.3 The bidder shall furnish the details regarding total number of works, as stated in Clause-2.2 (a), (b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide above mentioned services.

#### 8.3 BID PRICES:-

8.3.1 Bidder shall quote the rates in Indian Rupees for the entire contract keeping in view the minimum wages revised by Department of Labour, Government of Bihar, from time to time on a "single responsibility" basis such that the bid price covers bidder's all obligations mentioned in or to be reasonably inferred from the Bid document in respect of the above mentioned services at Niyojan Bhawan, Department of Labour Resources. This includes all the liabilities of the bidder such as cost of Uniform and Identity cards of personnel deployed by the bidder and all other statutory liabilities (Like Minimum Wages, ESI, PF, and other labour laws contribution, service charges, all kinds of taxes etc.) which should be clearly stated by the bidder.

8.3.2 Conditional bids/offers will be summarily rejected.

#### 8.4 FORM OF BID:-

The bids are to be submitted in hard copy & it shall be completed in all respects & duly signed & stamped by an authorized and empowered representative of the Bidder.

#### 8.5 CURRENCIES OF BID AND PAYMENT:-

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

#### 8.6 DURATION OF CONTRACT:-

The contract shall be valid initially for One year and the Principal Secretary, Labour Resources Department; Patna reserves the right to curtail or to extend the validity of contract for two more years one year at a time if agreed upon by mutual agreement.

#### 8.7 BID SECURITY:-

8.7.1 The bidder shall deposit Bid Security (EMD) for an amount of Rs.2,50,000/- in the form of an Account Payee DD in favour of the Principal Secretary, Labour Resources Department, Bihar, Patna along with the hard copy of bid document. The bid security will remain valid for a period of ninety (90) days beyond the final bid.

8.7.2 Any bid not accompanied by Bid Security shall be rejected.

8.7.3 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and on or before the 30th day after the award of the contract.

8.7.4 Bid security of the successful bidder shall be returned on receipt of performance security by the department and after signing the agreement.

8.7.5 Bid security shall be forfeited if the bidder withdraws his bid during the period of Bid validity.

8.7.6 Bid security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Principal Secretary, Labour Resources Department, Bihar, Patna.

#### 8.8 Format and Signing of bid:-

8.8.1 The bidder shall submit one hard copy of the bid document and addenda, if any, thereto, with each page of bid document signed and stamped to confirm the acceptance of the term & conditions of the bid by bidder.

8.8.2 The hard copy of documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendment have been made, shall be signed by the person or persons signing the bid.

8.8.3 The hard copy of the bid shall contain no alteration, omissions or additions except those to comply with instruction issued by the Principal Secretary, Labour Resources Department, Bihar, Patna or are necessary to correct errors made by the bidder, in which case should corrections shall be initialed/signed and dated by the person or persons signing the bid.

#### 9. SUBMISSION OF BIDS:-

9.1.1 The bids are to be submitted in Hard Copy to the office the Principal Secretary, Labour Resources Department, Bihar, Patna which is mandatory failing which the bid shall not be considered. The Technical Bid is to be enclosed in a separate sealed cover and the Financial Bid in another sealed cover duly super-scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed.

9.1.2 The sealed cover having hard copy of the Technical Bid should consist of the following documents:-

(a) Bid Security (EMD) for an amount of Rs. 2,50,000/- in the form of an Account Payee DD in favour of the Principal Secretary, Labour Resources Department, Bihar, Patna
(b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm / agency with name, designation, Office / Residential address and office Telephone Numbers.
(c) Self attested copy of PAN No. card under Income Tax Act.
(d) Self attested copy of Service Tax Registration Number.
(e) Self attested copy of Valid Registration No. of the Agency/Firm.
(f) Self attested copy of Valid Provident Fund Registration Number.
(g) Self attested copy of Valid ESI Registration Number.
(h) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited balance sheet.
(i) Proof of experience as stated in Clause 2.2 (a), (b) and (c) supported by documents from the concerned organization.
(j) Duly filled and signed Annexures I to VI
(k) Self attested copy of Income Tax Returns (T.D.S.) of last three consecutive years.

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

## 9.2 Late and Delayed Bids:-

9.2.1 Bids must be received not later than the date and time stipulated in the Bid Notice. The Principal Secretary, Labour Resources Department, Bihar, Patna may, at its discretion, extend the deadline for submission of bids in which case all rights and Obligations of the Principal Secretary, Labour Resources Department, Bihar, Patna and the Bidder will be the same.

9.2.2 Any bid received by the office of Principal Secretary, Labour Resources Department, Bihar, Patna after the deadline for submission of bids, as stipulated above, shall not be considered.

## 10.1 Bid opening and Evaluation:-

10.1.1. The authorized representatives of the Principal Secretary, Labour Resources Department, Bihar, Patna will open the Prequalification Bid in the presence of the Bidders or their representatives who choose to attend at the appointed place and time.

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

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Financial bids of only the Technically-qualified bidders will be opened for evaluation in the presence of qualified bidders.

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

10.2.1. The Principal Secretary, Labour Resources Department, Bihar, Patna is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the bidding process.

10.2.2. The Principal Secretary, Labour Resources Department, Bihar, Patna, may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Department/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. Principal Secretary, Labour Resources Department, Bihar, Patna may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

## 11.1. Award of Contract:-

11.1.1. The Principal Secretary, Labour Resources Department, Bihar, Patna will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. The Principal Secretary, Labour Resources Department, Bihar, Patna will communicate the successful bidder by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount, which Department will pay to the bidder in consideration of the execution of work/ services as prescribed in the contract.

11.1.3. The successful bidder will be required to execute a contract agreement in the form specified in Annexure within a period of 15 days from the date of issue of letter of offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of Rs.20,00,000/- (The amount is indicative and may vary depending upon actual amount of the contract) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form (Annexure-VIII) in favours of the Principal Secretary, Labour Resources Department, Bihar, Patna. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the period is extended further, the validity of Performance security shall also be extended by the bidder accordingly.

## 12. Terms and Conditions

1. The bidder will provide the services mentioned in the 'scope of work' of this bid document at Niyojan Bhawan, Bailey Road, Patna-800001. In case the bidder fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract the Department reserves the right to impose the penalty. In case any public complaint is received attributable to misconduct of bidder's personnel, a penalty of Rs.1000/- for each such incident shall be levied and the same shall be deducted from bidder's bill. Further the concerned bidder's personal shall be removed from the system immediately.

2. The Principal Secretary, Labour Resources Department, Bihar, Patna may cancel the agreement and get this job to be carried out preferably from other agencies from open market. The difference, if any, will be recovered from the performance security of the defaulter bidder and he shall be black listed for a period of FOUR YEAR from participating in Bid process and his SECURITY DEPOSIT may also be forfeited if so warranted.

3. The Principal Secretary, Labour Resources Department, Bihar, Patna reserves the right to cancel or reject all or any of the bid without assigning any reason.
4. Any act on the part of the bidder to influence anybody in the office of Principal Secretary, Labour Resources Department, Bihar, Patna is liable to rejection of his bid.
5. Every employee so engaged by the bidder shall wear uniform and a badge having his/her name, while on duty. The said uniform and badge shall be provided by the bidder at his own cost.
6. The bidder will engage the personnel who are in good health.
7. The staff engaged by the bidder shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar. Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment/instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Bidder deployed, supervisory staff will move in their area of responsibility.
8. The bidder shall provide weekly off/holidays to his workmen as per labour laws but it will be his responsibility to ensure uninterrupted services on all days on a 24x7 basis. No workman shall be deployed on double duty during consecutive duty timings. In case such a deployment is noticed, it would be viewed seriously and may result in termination of the contract. The security personnel on duty shall be rotated from one shift to another at proper frequency on 3-shift basis.
9. The bidder shall be responsible to provide immediate replacement of any staff engaged by him, who is not available on duty at this place of posting and such other additional staff as may be required for additional area for which prior information have been given.
10. The bidder shall comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition Act 1970), EPF, ESI etc., with regard to the personnel engaged by him for providing services mentioned in the scope of work.
11. The bidder shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned it shall be the duty of the bidder to get PF code no. allotted by REGIONAL PROVIDENT FUND COMMISSIONER against which the PF subscription, deducted from the payment of the personal engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within SEVEN days to close of every month. Giving particulars of the employees engaged for the said services is required to submit to Principal Secretary, Labour Resources Department, Bihar, Patna. In any eventuality, if the bidder failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, The Principal Secretary, Labour Resources Department, Bihar, Patna is entitled to recover an equal amount from any money due or accrue to the bidder under this agreement or any other contract and will be deposited with REGIONAL PROVIDENT FUND COMMISSIONER on behalf of the bidder.
12. The Principal Secretary, Labour Resources Department, Bihar, Patna shall have the right to ask for the removal of any person of the bidder, who is not found to be competent and orderly in the discharge of his duty.
13. The bidder shall not engaged any sub-bidder or transfer the contract to any other person in any manner
14. The antecedents of staff shall be verified by the bidder from local police authority and an undertaking in this regard to will be submitted to the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar. The Estate Officer/Authorized Officer shall ensure that the bidder complies with the provisions.
15. The bidder shall submit an affidavit along with the bid document stating that "we undertake to deploy security personnel of only the ones whose antecedents have been got verified by us from the Police Authorities".
16. All liabilities arising out of accident or death while on duty shall be borne by the bidder.
17. The bidders and its staff shall take proper and reasonable precaution to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar and shall not knowingly lend to any person or company any of the effects of the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar under its control.
18. The staff engaged by the bidder shall not accept any gratitude or reward in any shape.
19. The bidder shall be responsible to maintain all property and equipment of the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar entrusted to it. Any damage or loss caused by bidder's persons to the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar whatever shape, would be recovered from the bidder.
20. The bidder will not be held responsible for the damage/sabotage caused to the property of the Department of Labour Resources, Government of Bihar due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

21. The personnel supplied have to be extremely courteous with every pleasant mannerism in dealing with the staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The DEPARTMENT OF LABOUR RESOURCES, Government of Bihar shall have the right to have any person removed in case of staff/visitor complaints or otherwise. The bidder shall have to arrange the suitable replacement in all such cases.

22. That in the event of any loss occurred to the Department of Labour Resources, Government of Bihar, as a result of any lapse on the part of the bidder which will be established after an enquiry conducted by the Department of Labour Resources, Government of Bihar, the said loss can be claimed from the bidder up to the value of the loss. The decision of the Department of Labour Resources, Government of Bihar will be final and binding on bidder.

23. The bidder shall abide by all the statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) ACT, EPF, ESI and various other labour and other Acts as applicable from time to time with regard to the personnel engaged by the bidder for the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar.

24. The bidder will deploy supervisors as the need given by the Department of Labour Resources, Government of Bihar. The supervisor shall be required to work as per the instructions of Department of Labour Resources, Government of Bihar.

25. The bidder shall ensure that its personnel shall not at any time, without the consent of The Principal Secretary, Labour Resources Department, Bihar, Patna in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by The Principal Secretary, Labour Resources Department, Bihar, Patna and shall not disclose to any information about the affairs of Department of Labour Resources, Government of Bihar. This clause does not apply to the information, which becomes public knowledge.

26. Any liability arising out of any litigation (Including those in consumer courts) due to any act of bidder's personnel shall be directly borne by the bidder including all expenses/fines. The concerned bidder's personnel shall attend the court as and when required.

27. The bidder's rate(s) shall be inclusive of all taxes etc. The bidder's rate(s) shall remain constant throughout the year. In case the contract is extended on mutual consent it can be extended with an increase of 5% per annum.

#### **28. FORCE MAJEURE:-**

If at any time during the emergency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The Performance of any obligations under the control shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, to if, any, or seven days, whichever is more, either party may at option terminate the contract.

29. The bidder shall deploy his personnel only after obtaining the Principal Secretary, Labour Resources Department, Bihar, Patna approval duly submitting curriculum vitae (CV) of these personnel, the Principal Secretary, Labour Resources Department, Bihar, Patna shall be informed least one week in advance and bidder shall be required to obtain approval of the Principal Secretary, Labour Resources Department, Bihar, Patna for all such changes along with their CVs.

30. "NOTICE TO PROCEED" means the notice issued by the Principal Secretary, Labour Resources Department, Bihar, Patna to the bidder communicating the date on which the work/service under the contract are to be commenced.

31. Bidder shall be severally liable to the Principal Secretary, Labour Resources Department, Bihar, Patna for the fulfillment of the term of the contract.

32. The contract period shall be for a period of TWELVE MONTHS from the date of the commencement (as mentioned in the notice to the proceeds). This can be extended upto three years, one year at a time, with an increase of 5% per annum.

33. During the course of contract, if any of bidder's personnel are found to be indulging in any corrupt practices causing any loss revenue, the Principal Secretary, Labour Resources Department, Bihar, Patna shall be entitled to terminate the contract forthwith duly forfeiting the bidder's Performance Guarantee.

34. In the event of default being made in the payment of any money in respect of wages of any person deployed by the bidder for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Principal Secretary, Labour Resources Department, Bihar, Patna may, failing payment of the said money by the bidder, make payment of such claim on behalf of the bidder to the said Labour Authorities and any sums so paid shall be recoverable by the Principal Secretary, Labour Resources Department, Bihar, Patna from the bidder.

35. If any money shall, as the result of any instructions for the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Principal Secretary, Labour Resources Department, Bihar, Patna, such money shall be deemed to be payable by the bidder to the Principal Secretary, Labour Resources Department, Bihar, Patna within seven days. The Principal Secretary, Labour Resources Department, Bihar, Patna shall be entitled to recover the amount from the bidder by deduction from money due to the bidder or from the Performance Security.

36. The bidder shall indemnify and the Principal Secretary, Labour Resources Department, Bihar, Patna harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the bidder.

37. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act.

38. Only physically fit personnel shall be deployed for duty by the bidder.

39. The bidder shall ensure that the staff engaged for providing services shall not take part in any staff union and association activities.

40. The Principal Secretary, Labour Resources Department, Bihar, Patna shall not be responsible for providing residential accommodation to any of the personnel of the bidder.

41. The Principal Secretary, Labour Resources Department, Bihar, Patna shall not be under any obligation for providing employment to any of the worker of the bidder after the expiry of the contract. The Principal Secretary, Labour Resources Department, Bihar, Patna does not recognize any employee employer relationship with any of the workers of the bidder.

42. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the bid, it shall be recovered by The Principal Secretary, Labour Resources Department, Bihar, Patna from the bidder.

43. If any underpayment is discovered, the amount shall be duly paid to the bidder by The Principal Secretary, Labour Resources Department, Bihar, Patna.

44. The bidder shall provide the copies of relevant records during the period of contract of otherwise even after the contract is over whenever required by the Principal Secretary, Labour Resources Department, Bihar, Patna.

45. The bidder will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every three months.

**46. OBLIGATION OF THE BIDDER:-**

The bidder shall ensure that all legal requirements, licenses and permissions required for providing services mentioned in the scope of work are obtained by him before starting the services in the Niyojan Bhawan. The bidder shall submit every year the copies of licenses and permission required and shall keep the Employer fully indemnified against liability, obligation and interest, which may arise. The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, which may arise.

47. The Principal Secretary, Labour Resources Department, Bihar, Patna will deduct Income Tax at source under Section 194-C of Income Tax Act from the bidder at the prevailing rates of such sum as income tax on the income comprised therein.

**48. DISPUTE RESOLUTION:-**

a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities and representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by Principal Secretary, Labour Resources.

b. The award of the sole Arbitrator shall be final and binding of all the parties. The arbitration proceedings, if required and agreed upon by both the parties, shall be governed by Bihar Public Works Contracts Disputes Arbitration Tribunal Act 2008 as amended from time to time. Arbitration proceedings will be held at Patna, Bihar only.

**49. JURISDICTION OF COURT:-**

The courts at Patna, Bihar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**Financial Bid for providing Civil Maintenance Services at Niyojan Bhawan, Bailey Road, Patna, Bihar.**

Sl.No	Description of work	Area covered	Annual amount (in Rs.) (in words and figures) inclusive of Taxes (C1)
	Civil maintenance work of the building including gardening as mentioned in the scope of work	Whole of the building upto fencing	=C1

**Financial Bid for providing Electrical Maintenance Services At Niyojan Bhawan, Bailey Road, Patna, Bihar.**

Sl.No	Description of work	Annual amount (in Rs.) (in words and figures) inclusive of Taxes (C2)
	Electrical maintenance work of the building including electrical equipments, audio visual equipment, CCTV, auditorium, lifts, fire fighting system and air conditioning system as mentioned in scope of work.	=C2

**Financial Bid for providing Sanitation services at Niyojan Bhawan, Bailey Road, Patna, Bihar. (for 36 sanitation personnel including all costs)**

Sl.No	Description of work	Area covered /Unit	Frequency/ Periodicity	Annual amount (in Rs.) (in words and figures) inclusive of Taxes (C3)
1	Sweeping, Scrubbing, wet cleaning of floor, Passages and different types of floor area provided in different rooms and stair cases of the building, lifts in covered area, Cleaning of different types of doors/windows frames/glasses fixed to the doors, windows & fixtures, Cleaning of Telephone sets & Accessories, Cleaning of computers/Photocopier machines/other office equipments, Cleaning of Indoor light fittings/External Light Fittings, and Accessories, Cleaning of switch /panels / distribution fans and accessories, Cleaning of officer table, work station, chairs, file cabinet, almirah, sofa etc (including Auditorium and Corridor)	27117.95 Sq. Meters App.	Twice in a day and as and when required.	=C3
2	Sweeping & Cleaning of open space like roads, courtyards, parking lots & lawns, playground etc. where necessary	2500 Sq. Meters App.	Twice in a day and as and when required.	
3	Cleaning and sanitation of Toilets and Bath rooms, Cleaning of mirrors, Urinal pots and other articles contained in toilets & bathrooms attached to office chambers.	308.7 Sq. Meters App.	Twice in a day and as and when required.	
4	Cleaning and sanitation of Toilets and Bath rooms, Cleaning of mirrors, Urinal pots and other articles contained in common toilets & bathrooms	1446.95 Sq. Meters App.	Twice in a day and as and when required.	

5	Cleaning of portable fire extinguishers /smoke detectors / Fire detectors / Fire detection panel, CCTV camera and Panel etc.		Twice in a fortnight	
6	Collection segregation and disposal of garbage		Twice in a day and as and when required.	
7	Material cost of the house keeping and services.			
	Total	31373.6 Sq. Meters (approx.)		

**Financial Bid for deploying Security Services at Niyojan Bhawan, Bailey Road, Patna, Bihar. (for 20 security personnel including all costs)**

Sl.No.	Particulars	Total annual Amount in Rs (C4)
1	Amount payable to the Security Guard, Reception staff	=C4
2	Amount payable towards ESI, PF and Statutory contributions/benefits and all amounts to be deducted /remitted towards statutory dues/payments	
3	Service charge of the Agency	
4	Service tax	
5	Other charges including uniform, I card etc.	
	Total:	

**Financial Bid for deploying Catering Services at Niyojan Bhawan, Bailey Road, Patna, Bihar.**

Sl.No.	Particulars	Total annual amount in Rs (C5)
1	Amount payable to the Staff employed for catering	=C5
2	Amount payable towards ESI, PF and Statutory contributions/benefits and all amounts to be deducted /remitted towards statutory dues/payments	
3	Material costs including all kitchen item, equipments, appliances, cooking utensils, serving utensils, crockery and cutlery etc.	
3	Service charge of the Agency	
4	Service tax	
5	Other charges	
	Total:	

**Note:-**

**L1 will be lowest of sum total of (C1+C2+C3+C4+C5). It is compulsory to bid for all the services. If anybody does not bid for all the services, he stands disqualified.**

1. Bidder shall provide uniformed and trained personnel and use its best endeavor to provide the said services to the Department of Labour Resources, Government of Bihar. Rates quoted will include all statutory obligations of the bidder under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, Cost of uniform of personnel deployed by the bidder, all kinds of taxes, service charges, etc and subsequent revisions thereof.

2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. Conditional bids would summarily be rejected.
4. The contract is for One year which may be extended based on satisfactory services.
5. The area of the Workplace and number of staff required is indicative and the actual number may vary.
- 6. The L1 (lowest bidder) (C1+C2+C3+C4+C5) would be determined on the basis of the lowest rate quoted by the agency for all the services mentioned in the scope of work. i.e Civil and Electrical maintenance, Sanitation, Security Services and Catering service as whole and not in pieces or separately.**
- 7. All the columns shall be written legibly in ink or typed. The bidder should quote the number, rates and amount bided by him/them in figures and in words. Alterations, if any, unless legible and attested by the bidder, shall disqualify the bid. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the bid liable for rejection.**
- 8. The bidder is required to provide comprehensive management including civil & electrical maintenance, sanitation, security services and catering services, details of which are mentioned in the scope of works and is advised to visit and acquaint himself with the area, equipment and operational system. It shall be deemed that the bidder has undertaken a visit to the Niyojan Bhawan, Department of Labour Resources, Government of Bihar and is aware of the operational conditions prior to the submission of the bid documents.**

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & electrical), sanitation, security and cafeteria services at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

Affix duly Attested P.P.Size recent photograph of the prospective bidder.
--

1. Due date for bid \_\_\_\_\_
2. Opening time and date of bid \_\_\_\_\_
3. Names, address of firm/Agency  
Telephone numbers. \_\_\_\_\_
4. Registration No. of the Firm/Agency \_\_\_\_\_
5. Name, Designation, Address and  
Telephone No. of Authorized  
Person of Firm/Agency to deal with \_\_\_\_\_
6. Please specify as to whether  
Bidder is sole proprietor/  
Partnership firm. Name and Address,  
Telephone No. of Directors/partners  
should specified. \_\_\_\_\_
7. Copy of PAN card issued by Income  
Tax Department and copy of previous  
Three Financial Year's Income Tax  
Return. \_\_\_\_\_
8. Provident Fund Account No. \_\_\_\_\_
9. ESI Number \_\_\_\_\_
10. License number under Contract  
Labour (R&A) Act, if any. \_\_\_\_\_
11. Details of Bid Security deposited:  
(a) Amount: Rs. \_\_\_\_\_  
(Rupees in words also)  
(b)DD No. and Date Issuing Bank \_\_\_\_\_
12. Details of ISO Certification: \_\_\_\_\_
13. Any other information: \_\_\_\_\_
14. Declaration by the bidder: \_\_\_\_\_

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder)  
Name and Address  
(with seal)

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & electrical), sanitation, security and cafeteria services at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

**SCOPE OF THE WORK**

**A. Civil Maintenance:**

- a. The work involves maintenance work such as any kind of minor civil maintenance work of the building which includes earth work, masonry work, concrete work, carpentry works, painting, plumbing, repairing etc in the office premises as well as around the building up to fencing wall.
- b. Maintenance of water tank, water pipe lines, drainage lines, toilet and washbasins, urinals, W/C, choke up of flushing tanks and flush lines, alteration of components, rectification of leakage, and repair of entire sewage system of the building, etc.
- c. Check the availability of water in the water tanks and fill the tanks as when required, Cleaning of water Tanks at regular intervals, ensuring cleaning and maintenance of RO systems/water purifier.
- d. Check all the area for damaged false ceiling, floor tiles, glazing tiles and re-fix wherever necessary.
- e. Check the door and window closures for its functional aspect and change or re-fix the closures when required.
- f. Proper maintenance of all furniture/compactors/bureaus/workstations.
- g. Any other related works as and when required as directed by the officer in charge (like water cooler, Ovens etc.)
- h. Cleaning of glass doors.
- i. Maintenance of the gardens, landscaped area, lawns, flower beds, flower pots including daily and routine watering, manure, hoeing weeding and planting new stocks.
- j. Removal of any debris/fallen trees or any part of structure there which is unwanted inside the fencing of premises/ repairs thereof.

**Note:**

**The material involved in the repair and maintenance of civil works will be borne by the bidder.**

**Since the building is newly constructed and most of the equipments & appliances are under warranty, the Bidder has to provide the services on cost to cost basis and quote the rates in a very prudent manner.**

## **B. Electrical Maintenance:**

### **1) Maintenance of Electrical installations.**

- a) Annual maintenance contracts for routine and preventive maintenance of Electrical installation such as substantial equipment, motors, UPS, Panels, water pump, light fitting, gensets, lifts, air conditioning systems etc. in the office Building.
- b) Operation and maintenance of all the electrical installations in accordance with manufacture's specifications, instruction Manuals, IE rules and other rules as specified by Electricity Board.
- c) Checking all the meters, indicating lamps, batteries, control, lubricant system, air pressure, air filter system, radiator, etc. for their proper working periodically.
- d) Checking of all earth electrodes, continuity of earth and maintenance of record for each electrode at least twice in a year.
- e) Attending fuse calls/no power supply fault in all electrical appliances and up to the level of main panel board.
- f) Attending day-to-day fault of any kind of light fittings, water pumps, motors starters, UPS substation equipment, cables, LT Panel etc.
- g) Attending fault in main switches, distribution boards, MCBs, MCCBs, panel board and AMF panel etc. In case of major breakdown, the staff of bidder should cooperate with the in-charge /department staff till the rectification of the defects.
- h) Attending cable faults, termination of cable, re-termination if required. The bidder shall arrange to give temporary connection if the cable fault could not be rectified within a day.
- i) Supply and replacement/removing of any kind of light fittings, fans, MCBs, MCCBs main switches, starters and any other electrical accessories as available and directed by the officer in charge. The bidder shall arrange additional labourers in case the quantum of work is more.
- j) Cleaning of all electrical appliances such as light fittings, fans, switchboard, distribution boards, panel boards, cable trays, cable boxes, meters, etc. All panel board should be kept clean. The cleaning process should be done thrice in a year.
- k) To switch on and off the lifts, lights inside the building and campus, etc. daily as per the timings specified by the office.
- l) Complete Servicing and overhauling of all panels, DB's on monthly basis. Complete Servicing and overhauling of raising mains, cable terminals.
- m) All the removed materials for routine maintenance works should be brought to the office for accountability and no materials should be left anywhere in the building and outside the building.
- n) Any other related works as and when required as directed by the officer in charge.
- o) To switch on and off the water pumps and sump pumps as and when required.
- p) Operation and Maintenance of lifts installed in the building, in accordance with the manufactures instruction manual and in accordance with the office requirements.
- q) Providing routine maintenance service, including attending to breakdown calls for full rectification as & when needed including repair/replacement of all electrical and mechanical components of the lifts.
- r) Operation and Maintenance of gensets installed in the building, in accordance with the manufactures instruction manual and in accordance with the office requirements. The cost of fuel/lubricants etc for generator operation will be borne by the bidder.
- s) Providing routine maintenance service, including attending to breakdown calls for full rectification as & when needed including repair/replacement of all electrical and mechanical components of the gensets.
- t) Operation and Maintenance of audio visual system and public address system installed in the auditorium and conference hall, in accordance with the manufactures instruction manual and in accordance with the office requirements.
- u) Providing routine maintenance service, including attending to breakdown calls for full rectification as & when needed including repair/replacement of audio visual system and public address system installed in the auditorium and conference hall.
- v) Operation and Maintenance of CCTV system installed in the building, in accordance with the manufactures instruction manual and in accordance with the office requirements.
- w) Providing routine maintenance service, including attending to breakdown calls for full rectification as & when needed including repair/replacement of CCTV system installed in the building.

## 2) Fire Protection System.

- a) Operation and maintenance of Fire Fighting System.
- b) Checking and verifying the expiry date of all the fire extinguishers and arranging for refilling.

## 3) Comprehensive preventive maintenance service for air conditioning system.

- a) Operation and Maintenance of AC machines, in accordance with the manufactures instruction manual and in accordance with the office requirements.
- b) Providing routine maintenance service, including attending to breakdown calls for full rectification as & when needed including repair/replacement of all electrical components of the machine including repair to compressors, Fan motors etc. and further changing of refrigerant & required overhauling on routine basis or directed by the office with all labour and materials and as when required.
- c) Routine Checks of Duct able Unit Blowers, Blower Motors, adjustment replacement of Belt as required and as when required.
- d) Check for all Electrical Controls.
- e) Periodically clean all Filters, Grills, Diffusers and Condensers of the Out Door and Indoor unit and as often as necessary.
- f) Ensure proper draining of condensate from the Indoor/Out door units.
- g) Switch on and off of the AC units as per the timing specified by the office.
- h) Shifting and reinstalling AC units as and when required or as directed by the office in charge.

### Note:

**The material involved in the repair and maintenance of electrical works will be borne by the bidder. Since the building is newly constructed and most of the equipment & appliances are under warranty, the Bidder has to provide the services on cost to cost basis and quote the rates in a very prudent manner.**

## C. Sanitation

1. The execution of cleaning will be with suitable and uniformed hygiene specialist with mechanized equipments, wherever required, and wet mopping.
2. The cleaning works are to be carried out as per national norms/standards and in such manners that all premises always look neat and clean.
3. The manpower engaged should be trained.

(i) The bidder shall engage at least THIRTY SIX (36) safai karmcharis including ONE (1) supervisor for cleaning and sanitation works.

(ii) The work shall be finished up to 9.30 AM sharp.

Note- The above numbers may be increased or decreased as per need.

4. It will be the sole responsibility of the bidder that the men engaged are trained and the DEPARTMENT OF LABOUR RESOURCES, Government of Bihar will not be liable for any mishap, directly or indirectly.

5. All the consumable and disposables required for cleaning are to be procured by the bidder.

6. Mechanized equipments, wherever required, will be procured by the bidder.

7. The cleanliness will be periodically checked by any officer authorized by HOD based on certain objective criteria which are decided to measure level of cleanliness and the bidder has to abide by those criteria. These are as follows:

(i) Shine level, presence of dust, pan & gutkha stains, spillage of water or other liquids, bird dropping etc. on floors, tiled walls, doors, windows, stairs etc.

(ii) Dust or cobwebs etc. on roof windows grills etc.

(iii) Finger or palm marks, dust and gutka stain on glass panes of windows or doors and mirrors.

(iv) Dirt marks, dryness and odour in wash-basin, WC Seat, floors etc. in toilets/bathrooms.

### 8. Housekeeping:

- a) Complete housekeeping and complete maintenance of building and cafeteria etc.
- b) Spray and spread of Phenyl and other pest control measures twice in a week and as and when required.
- c) Complete cleaning, sweeping and swabbing of floors, common areas, reception passage twice a day.
- d) Cleaning of rooms twice a day.

- e) General cleaning includes cleaning of toilets with phenyl / dettol twice in a day and provides air freshener and naphthalene balls.
- f) Dusting, cleaning and brushing of furniture, carpets, windows & doors normally as well as vacuum cleaning on a daily basis.
- g) Collection, carrying and dumping of sweeping garbage and kitchen wastes daily at a specified place.
- h) Changing bath towels, bed sheets and pillow covers with washed ones, every day.
- i) The bidder shall provide necessary dustbins in all common areas including common toilets.
- j) The bidder shall provide room fresheners / hand towel in all common toilets.
- k) Cleaning and washing of curtains of windows/ door twice in 3 months.
- l) The housekeeping services provided by the bidder should be of the very high standard.

9. If cleanliness is not observed up to the satisfaction of the Department of Labour Resources, Government of Bihar, a penalty of a fine of Rs.1000/- per day or a major fine of Rs.5000/- per day will imposed on the bidder depending on the objective criteria as above.

#### **DUTIES AND RESPONSIBILITY OF STAFF ENGAGED FOR SANITATION:**

1. Cleaning of floor areas, vertical finishes (walls), Roof and False ceilings, Glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors aluminum grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, lifts and adjoining areas etc. All the covered area including all rooms, corridors, lawns, paved areas and terrace including overhead water tanks, if any.
2. Sanitation of bathrooms and toilets
3. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage, notice boards, switch, Air-conditioners, etc. with dusting or wet mopping.
4. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
5. Cleaning of fire-fighting equipment's, CCTV and public address systems, etc.
6. Cleaning of all miscellaneous equipment's as available or being provided from time to time.
7. The cleaning of carpets, etc. with modern gadgets shall be done twice a week.
8. **Any other provisions as advised by the Employer may be incorporated in the agreement. The same shall also be binding on the bidder.**

(The Principal Secretary, Labour Resources Department, Bihar, Patna may also include the items, if any other than prescribed above, in the Duty chart as per their requirement)

#### **D. Security Services**

The bidder shall engage at least TWENTY FOUR (24) Security Guards who will be deployed in three shifts.

Note- The above numbers may be increased or decreased as per need.

1. The agency shall furnish the name, age, qualification, addresses and photographs of the Reception staff/security Guards/Sanitation staff posted in the office premises of Department of Labour Resources, Government of Bihar. The same is also applicable in case of any change in Reception staff/security guards/Sanitation staff. A photo Identity Card of the deputed personnel must be provided by the Agency and that should be worn by the on-duty staff.
2. The Agency shall submit a monthly report of compliance and happenings in the premises, to the Building-in-Charge/Estate Officer.
3. The security services contract shall be for the entire premises occupied by the Niyojan Bhawan.
4. The bidder shall ensure round-the-clock high standard security on a 24 X 7 basis of the week to safeguard the premises and assets of the Department of Labour Resources, Government of Bihar. The bidder shall ensure functioning of Reception at the ground level from Monday to Saturday from 9:30 am to 6:00 pm. The personnel at the reception will be properly attired. The cost of uniform and I-card of the reception staff will be borne by the bidder.
5. The security guards and security supervisors deployed by the bidder for security duty should be well trained in fire fighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.

6. **The security guards deployed by the bidder for security duty should also be trained in operation, monitoring and maintenance of CCTV cameras installed in the Niyojan Bhawan, Principal Secretary, Labour Resources Department, Bihar, Patna premises.** The guard/s deputed shall immediately report suspicious movement/activity to the Department of Labour Resources, Government of Bihar.
  7. The bidder shall also be solely responsible for timely payment of their wages and/or dues to his employees and compliance of all labour laws applicable to them..
  8. The bidder shall furnish a detailed fortnightly duty chart of his employees and keep The Principal Secretary, Labour Resources Department, Bihar, Patna informed of any change in the list from time to time. The duty chart for the fortnight should give the specific names of employees and the respective duties they are required to attend to.
  9. The bidder will provide all material(s) / equipment(s) required for day to day security including Torch, Whistles, Lathi, Batons and neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. at his cost.
  10. The bidder shall maintain a register for marking the attendance by security personnel deployed by him, which shall be seen/verified by the Building In Charge /Estate Officer, regularly.
  11. The guards on duty at the gates/reception will ensure that only the authorized persons enter the premises after proper verification and intimation.
  12. The bidder will also have the responsibility to safeguard the moveable and immovable property of the Niyojan Bhawan.
  13. The bidder shall ensure opening and proper locking of main doors of the building. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the bidder and she/he shall report to the Building In Charge/Estate Officer. If, after a departmental enquiry, it is found that the loss has occurred due to negligence of the bidder's guard/guards on duty, the Principal Secretary, , Labour Resources Department, Bihar, Patna, will have full power to recover the loss in full or adjust from the dues or security deposit of the bidder. The decision of The Principal Secretary, Labour Resources Department, Bihar, Patna in this regard will be final and binding on the bidder.
  14. During surprise checks by any authorized officer of the Department of Labour Resources, Government of Bihar, if a particular guard is found negligent/sleeping/drunken on duty, the bidder will have to withdraw the guard from the premises, forthwith, which may even entail cancellation/termination of contract for the rest of the period.
- A. For any breach of contract, the Agency will be entitled to pay a penalty of Rs.1,000/- per day/occasion on the 1st occasion in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of Building In Charge /Estate Officer.
- B. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the Building In Charge /Estate Officer in this regard shall be final and binding upon the Agency. Some of the instances in which penalty would be imposed include the following:-
- (i) If the personnel are not found in proper uniform and displaying photo Identity Card.
  - (ii) If the personnel found indulging in smoking/drinking/sleeping during duty hours and performing double duty within 24 hours.
  - (iii) The Agency is supposed to provide the required personnel to Niyojan Bhawan as mentioned in the bid document. If the agency is not able to provide the required number of personnel, a penalty for shortage of attendance will be imposed.
  - (iv) Penalty will also be imposed if the behavior of personnel found discourteous.
  - (v) If any personnel is found performing duty by submitting a fake name and address.
  - (vi) If any personnel found on duty other than those mentioned in the approved list supplied by the Agency to the Department of Labour Resources, Government of Bihar.

## **DUTIES AND RESPONSIBILITY OF SECURITY GUARDS:**

1. The personnel cannot claim any employer employee relationship with the Department.
2. The personnel ought to be Polite, Courteous but Firm, Disciplined, Physically Fit, Alert and Smartly Dressed in Uniform.
3. The personnel should also be capable to attend the distinguished visitors, VIPs and Officers with compliments.
4. The personnel should check, control and restrict entries of staff/workers/authorized personnel of outside organization/firm and others by checking of valid passes and/or searching, if required, and movement of vehicles and incoming/outgoing materials (with gate passes/challans) and time keeping.
5. Entry of all outsiders should also be made in the register.
6. He should also prevent the entry of stray dogs and cattle & antisocial elements, unauthorized persons and unauthorized vehicles into the building.
7. Maintain strict security of persons, material and premises and maintain Diary to note all important events/happenings/information received for passing on to the management. To be entirely responsible for thefts of easily movable items such as bathrooms fittings, fans, exhaust fans, telephone instruments, fire extinguishers, or firefighting systems, etc.
8. Will stand by management during emergency like Gherao, Picketing, Strike etc. and security of department from any assaults whatsoever.
9. Not to leave the place of duty under any circumstance until and unless properly relieved i.e. signing in handing/taking over register etc.
10. In case of fire, the Security Guard will immediately alert the Staff on duty and assist in Fire Fighting Operation and also inform the Building-in-Charge of that building. In case of Fire Accident before or after office hours, the Guards shall inform the nearest Fire Station and Building-in-Charge.
11. The Security Guards must watch that there are no unidentified/ unclaimed/suspicious objects lying or persons loitering in the building/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
12. The Security Guards shall ensure that all the electrical equipment's/ instruments/lights and fans are switched off at the time of closure of the office or part of the office.
13. The security personnel must be in proper neat and tidy uniform.
14. The names of the security guards should always be displayed by them on their uniforms for the purpose of identification.
15. The security guards should check the bags/briefcase of the visitors, if considered necessary.
16. The security guards shall at all times comply with all directions and instructions of the authority. Non-compliance of instructions may lead to termination of agreement.
17. Patrolling will be done round the clock. The guard on duty round the clock i.e. 24.00 hrs. will also take care of all material(s) / equipment(s) mentioned/lying within the campus and vehicle/car parking etc (run by the Department of Labour Resources, Government of Bihar)

## **E. Cafeteria service:**

The bidder shall:

- (a) Provide all appliances, equipments, drinking water facilities fully equipped with RO and water cooler on each floor in adequate number, cooking utensils, serving utensils, crockery and cutlery for the cafeteria service. Bidder will provide all essential raw materials for cooking purposes. The bidder shall arrange to purchase and provide the fresh raw material for various items for cafeteria service at his own cost and that the bidder shall abide by the rules & regulations enforced by the local administration of the building. Necessary license(s) from the competent authority wherever required, shall be obtained by the bidder.
- (b) Electricity to all cooking appliances will be provided free of cost for cooking purpose. A list of such inventories provided to the bidder shall form part of the agreement. Bidder has free choice to use LPG at his own cost.
- (c) Provide standard lunch, dinner, breakfast, tea, coffee, snacks and other items etc.
- (d) Provide Indian, Western/Continental and Chinese food as per the requirement and as per direction from the House In-Charge.
- (e) The bidder will have specific menu. Quantity and rates will be decided by the mutual consent of the successful bidder and the Department. The bidder will have to cater for the official meetings, hospitality service of the offices, events and get together for which the rates will be decided by mutual consent.
- (f) Housekeeping service will also be provided in cases where specifically ordered.
- (g) The Timing for catering services will be as indicated below:
  - Tea in Room - shall be served as demanded by the officials.
  - Breakfast – 09.00 A.M. to 10.30 A.M.
  - Lunch – 01.00 P.M. to 03.00 P.M.
  - Tea & Snacks – 04.00 P.M.
  - Dinner (as and when required)- 08.00 P.M. to 10.00 P.M.
- (h) The bidder will provide the cafeteria services for official meetings, hospitality services of the offices, events and get together at the specified dates and timing.

### **Important Note:**

- 1. All appliances, equipment, water purifier/ water cooler, cooking utensils, serving utensils, crockery and cutlery will be provided by the bidder.**
- 2. The cafeteria services provided by the bidder should be of the very high standard.**
- 3. Raw materials used for cooking purposes should be fresh and of good quality. Edible Oil will be of sunflower/ Ground Nut or any other branded oil.**

(Signature of the bidder)  
Name and Address  
(with seal)

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & electrical), sanitation, security and cafeteria services at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

**Details of Area to be cleaned**

Sl. No.	Details of Floors	Total Area of the floor (Including Toilets area)	Total Area which Requires sweeping, Wet Cleaning and scrubbing Twice in a day (sq.m)			Toilets which require cleaning twice a day(sq.m)	
			Office area	Number of Attached Toilets to the officers chamber	Area of the Toilets attached to officers chambers	Number of Common toilets	Area of the Common toilets
1	Basement	-	-	-	-	-	-
2	Ground Floor - Parking	3865.7 m <sup>2</sup>	1845.96 m <sup>2</sup>	-	-	02	-
3	First Floor.	3865.7 m <sup>2</sup>	1845.96 m <sup>2</sup>	12	37.8 m <sup>2</sup>	04	74.89 m <sup>2</sup>
4	Second Floor.	3523.7 m <sup>2</sup>	1845.96 m <sup>2</sup>	16	50.4 m <sup>2</sup>	04	206.74 m <sup>2</sup>
5	Third Floor	3523.7 m <sup>2</sup>	1845.96 m <sup>2</sup>	16	50.4 m <sup>2</sup>	04	206.7 m <sup>2</sup>
6	Fourth Floor	3523.7 m <sup>2</sup>	1845.96 m <sup>2</sup>	16	50.4 m <sup>2</sup>	04	206.7 m <sup>2</sup>
7	Fifth floor	3523.7 m <sup>2</sup>	1845.96 m <sup>2</sup>	16	50.4 m <sup>2</sup>	04	206.7 m <sup>2</sup>
8	Sixth Floor	3523.7 m <sup>2</sup>	1845.96 m <sup>2</sup>	16	50.4 m <sup>2</sup>	04	206.7 m <sup>2</sup>
9	Seventh Floor	3523.7 m <sup>2</sup>	856.14 m <sup>2</sup>	06	18.9 m <sup>2</sup>	02	131.86 m <sup>2</sup>
8	Lawns and other open areas Terrace	2500 m <sup>2</sup>	-	-	-	-	-
	<b>Total (approx)</b>	<b>31373.6</b>	<b>11931.9</b>	<b>98</b>	<b>308.7</b>	<b>28</b>	<b>1446.95</b>

(Signature of the bidder)  
Name and Address  
(with seal)

**Menu for the Cafeteria Services in Niyojan Bhawan.**

Bidder should provide full day meal/ tea/ coffee/snacks etc as detailed below in the Cafeteria, official meetings, events and get together and on any occasion, as and when required. The bidder will charge appropriate rate as approved by the officer-in-charge for food.

**FULL DAY MEAL**

**Morning Tea / Coffee**

With Cookies

**Standard Breakfast**

Bread with Butter / Jam / Poha / Puri bhaji / Aloo Paratha /Dosa/ Sambhar Bada/ Chhole Bhature/ Burger/ Chowmin/ Hakka Noodles/ Pastries /Sattu Paratha / Idlee / Cornflakes with Milk / Egg etc.

With Juice / Tea / Coffee

**Lunch**

<b>Soup-</b>	Veg soup / Tomato soup/ Monchow
<b>Roti-</b>	Chapati / Paratha / Puri
<b>Rice-</b>	Steam Rice / Peas Pulao / Jeera Rice
<b>Dal-</b>	Dal Makhani / Yellow Dal / Kardhi
<b>Veg-</b>	2 Greavy items 1 Dry item
<b>Non Veg-</b>	1 Non veg Item Papad, Pickle, Salad, One Fruit

**Sweets / Ice cream**

**Evening Tea with Snacks / biscuits**

**Dinner (As when required)**

<b>Soup-</b>	Veg soup / Tomato soup
<b>Roti-</b>	Chapati / Paratha / Puri / Sattu Roti
<b>Rice-</b>	Steam Rice / Peas Pulao / Jeera Rice
<b>Dal-</b>	Dal Makhani / Yellow Dal / Kardi
<b>Veg-</b>	1 Greavy 1 Dry item
<b>Non Veg-</b>	2 Non veg Items Papad, Pickle, Salad, One Fruit

**Sweets / Ice cream**

(Signature of the bidder)

Name & Address

(With seal)

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & electrical), sanitation, security and cafeteria services at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

**CHECK-LIST FOR TECHNICAL BID**

Sl. No.	Documents asked	for Page number at which document is placed
1	Bid Security (EMD) of Rs. _____ (Rupee in words) In the form of DD issued by any Scheduled commercial bank in favour of _____ -(designation of the concerned officer), _____ (name of the Department) valid for 45 days beyond the Bid validity period.	
2	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, Designation, address and office telephone numbers.	
3	Undertaking on a Stamp paper of Rs.100/- (Rupees one Hundred only) as per format prescribed in Annexure-VI).	
4	Self attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5	Self attested copy of Service Tax Registration No.	
6	Self attested copy of valid Registration number of the firm/agency.	
7	Self attested copy of valid Provident Fund Registration number or required undertaking	
8	Self attested copy of valid ESI Registration No. or required undertaking	
9	Self attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT).	
12	Any other documents if required.	
13	Declaration stating that the agency is not blacklisted by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.	
14	Annexures I to VI duly filled and signed by the bidder	

Signature of the Bidder  
(Name and Address of the Bidder)  
Telephone No

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & electrical), sanitation, security and cafeteria services at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

**(ON A STAMP PAPER OF Rs.100/-)**

**UNDERTAKING**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Designation and Name of the concerned Department)

Name of the firm/Agency \_\_\_\_\_

Name of the bid \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in bid document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the State Government from time to time and shall be fully responsible for any violation.
4. I/We shall prove trained personnel for the services.
5. I/We do hereby undertake that all the services mentioned in scope of work shall be ensured by our Agency. Our services shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. \_\_\_\_\_ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & electrical), sanitation, security and cafeteria services at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_ (Name of the Department (hereinafter called the "Department")) of the other part.

2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for comprehensive management, routine maintenance (Civil & electrical), sanitation, security and cafeteria services at Niyojan Bhawan, services contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the bidder) (hereinafter the "bidder").

3. AND WHEREAS THE Bidder is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Bidder has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Bidder or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the bidder or if the bidder fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the department and at the cost of the bidder.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the bidder.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Bidder" hereinbefore used shall include their respective successors and assigns. IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**DEPARTMENT OF LABOUR RESOURCES  
GOVERNMENT OF BIHAR**

**Bid document for comprehensive management, routine maintenance  
(Civil & electrical), sanitation, security and cafeteria services at  
Niyojan Bhawan, Bailey Road, Patna-800001, Bihar.**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on this ..... day ..... (Month) .....(Year) Between the Governor of Bihar through the ..... (Name and address of the Department) hereinafter called "the Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND ..... (Name and address of the bidder) through Shri ....., the authorized representative (hereinafter called "the bidder") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the bidder shall provide uniformed and trained personnel and will use its best endeavors to provide services to the ..... (Name of the Department)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz This contract shall comprise of the following documents :-
  - a. Form of Agreement
  - b. Letter of award
  - c. Letter of acceptance of award of contract
  - d. Terms & conditions as mentioned in the RFP document.
  - e. Submitted technical bid and attached formats
  - f. Submitted financial bid and attached formats
  - g. Addendums, if any;
  - h. Any other documents forming part of the contract.
  - i. Scope of work as mentioned in the RFP document
  - j. Undertaking submitted by the bidder
  - k. Any other matter as stipulated in the RFP document and Annexures.
  - l. Any other documents forming part of the contract.
3. Commencement and duration of services:- The agency shall start the services on ..... and end date will be ....., unless this contract is terminated earlier in accordance with its Terms & Conditions.
4. In consideration of the payments to be made by the Department to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the employer to execute and the services mentioned in scope of work w.e.f. .... as per the provisions of this Agreement and the bid documents.
5. The Department hereby covenants to pay the bidder in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the bid documents, the contract price of Rs. .... (..... Rupees in words). Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.
6. IN WITNESS WHERE OF THE parties hereto have signed the agreement the day and the year first above written.

(For and on behalf of the Bidder) (For and on behalf of the Governor of Bihar).

Signature of the authorized official

Signature of the authorized official

Name of the Official

Name of the Officer

Stamp/Seal of the Bidder

Stamp/Seal of the Employer

By the said

By the said

Name.....

Name .....

On behalf of the Bidder in

On behalf of the Employer in

The presence

the presence

Witness.....

Witness .....

Name .....

Name .....

Address .....

Address .....

Telephone no. ....

Telephone no. ....