



Biotechnology Industry Research Assistance Council
(A Government of India Enterprise)

NATIONAL OPEN TENDER FOR HOUSEKEEPING SERVICES

NOTICE INVITING TENDER (NATIONAL UNDER TWO BID SYSTEM)

BIRAC Invites BIDS under “Two Bid System” from experienced Bidders for Housekeeping Services

Bid Document No.	:	BIRAC/HR&A/007/2017/ENQ-021
Description of Work	:	Housekeeping Services
Bid Publication Date	:	29th November, 2017
Bid Closing Date & Time	:	19th December, 2017 at 1400 hrs (IST)
Bid Opening Date	:	19th December, 2017 at 1500 hrs (IST)

Prospective bidders should download the Complete Tender Documents from BIRAC’s web site www.birac.nic.in. Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on website only, Hence, bidders may visit the same regularly till the bid submission date.

Eligible agencies are invited to send their bids in sealed envelopes super scribed with “**BID for Housekeeping Services**” only before 1400 Hrs of **19th December, 2017** at the address stated below:

Biotechnology Industry Research Assistance Council (BIRAC)
(A Government of India Enterprise)
1st Floor, MTNL Building, 9, CGO Complex,
Lodhi Road, New Delhi-110003, India
E-mail address: hra.birac@nic.in
Phone: + 91-11-24389600; Fax: + 91-11-4389611

Disclaimer: This BID is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this BID is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this BID. This BID includes statements, which reflect various assumptions and assessments arrived at in relation to the Consultancy that may not be accurate. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID.



Biotechnology Industry Research Assistance Council

(A Government of India Enterprise)

FORWARDING LETTER FOR INVITATION TO BID

To,

Subject : Providing Housekeeping Services at BIRAC Office, New Delhi.

Sir/s,

BIRAC hereby invites sealed tenders in original for providing Housekeeping Services in BIRAC Office.

The salient features of the tender are :

1.	Tender Enquiry No.	BIRAC/HR&A/007/2017/ENQ-021
2.	Type of BID	National Open Tender – Two Bid System
3.	Brief Description of the Services	Providing Housekeeping Services at BIRAC Office
4.	BID Publishing Date	29th November 2017
5.	Bid Closing Time & Date	19th December 2017 at 1400 hrs (IST)
6.	Place of Submission	Biotechnology Industry Research Assistance Council (BIRAC) (A Government of India Enterprise) 1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003, India
7.	Bid Opening Time, Date & Place	19th December 2017 at 1500 hrs (IST) Biotechnology Industry Research Assistance Council (BIRAC) (A Government of India Enterprise), 1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003, India
8.	Bid Validity	90 days from the BID Closing Date
9.	Amount of Performance Bid Guarantee	7.5% of the Contract value to be submitted within 21 days of submitting the letter of Award (LOA). Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to 30 days beyond the date stipulated for completion of the contract.
10.	EMD	NIL

Other details and terms / conditions are as per the following Chapters.

Thanking you,

Yours faithfully,
Head – HR & Admin
For BIRAC

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Chapter- 1 - Instruction to the Bidders

A. Invitation Related Information

1. Background

Biotechnology Industry Research Assistance Council (BIRAC), is a Public sector undertaking registered under the Indian Companies Act 2013 as a Section 8 'Not for profit company', as an interface agency of DBT, Ministry of Science & Technology, BIRAC was set up with a vision to stimulate, foster and enhance the strategic research and innovation capabilities of the Indian biotech industry particularly SME's, to make India globally competitive in biotech innovation and entrepreneurship and to create affordable products and services

Taking into consideration the complex needs in furtherance of its mandate, BIRAC intends to engage competent, experienced Housekeeping Agency at its Office in New Delhi. BIRAC has decided to engage eligible agency for a period of 03 (three) years extendable further for a period of two years on mutually agreed terms and conditions.

The selection of the agencies will be through a competitive bidding process.

B. Standard Information

1. All communication including the submission of one original BID in sealed envelopes should be addressed to Biotechnology Industry Research Assistance Council "BIRAC", A Government of India Enterprise, at 1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003. The envelope shall be super scribed with "BID for Housekeeping Services.
2. Offer in the bids shall remain valid for a period of 90 days from the last date of submission of the BIDs. The eligible firms shall respond to the invitation of the BID by submitting their technical capacity and all the required documents in prescribed formats.
3. **Required Bid Format**-The bid must contain the following:
 - Service and Confidentiality Agreement– *to be submitted by the successful bidder at the time of acceptance of the Letter of Award (LoA).*
 - A Covering letter (Annexure 1)
 - Eligibility and Technical particulars (Annexure 2)
 - Power of Attorney (Annexure 3) in the format provided **or** Letter of Authorization on the official Letter Head **in Original**
 - Other supporting documents to substantiate the statements of the Bidder wherever necessary. Any Declaration/undertaking/information related to employees, financials etc. should be provided on the official Letter Head of the Bidder, duly signed and stamped.
4. **Discretion of the BIRAC**

- I. During technical evaluation of the Bids, BIRAC may, at its discretion, ask Respondents

for clarification on their bid. The Respondents are required to respond within the time frame prescribed by BIRAC.

- II. The BIRAC reserves the right to reject any or all the BIDs for the proposed assignment without assigning any reason whatsoever.

III. BID Rejection Criteria (BRC)

BIRAC reserves the right to reject any bid if:

- It is not in the given format
- The bid has not been indexed or properly paginated.
- Supporting documents to substantiate the statements of the Bidder wherever necessary have not been submitted.
- Declaration/undertaking/information related to employees, financials etc. have not been provided on the Letter Head of the Bidder, duly signed and stamped.
- At any time, a material misrepresentation is made or uncovered, or
- The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.



Chapter 2- SCOPE OF WORK

1. PREMISES

The BIRAC office at, New Delhi has area of about 15000 Sq. ft.

The service provider should place adequate manpower for cleaning services as per the scope of work on regular basis. The manpower should have at least 01 female housekeeper.

Any variation to this area will be considered based on the corresponding increase in the per sq.ft basis.

2. Ancillary service requirements

- a) 01 horticulturist on regular basis and
- b) 01 electrician, 01 plumber, 01 Air conditioner mechanic and 01 carpenter on call basis as and when required.
- c) 01 pest controller on fortnightly basis

3. HOUSEKEEPING SERVICES

The Contractor is required to provide the Housekeeping services in entire office at, 1st Floor, MTNL Building,9, CGO Complex Lodhi road, New Delhi-110003, New Delhi consisting of all cabins, passage, staircases, canteen, toilets, conference rooms, corridors, terrace, parking etc, including supply of necessary consumable items, equipment, tools etc of approved make.

Standard Cleaning Services and Procedures as defined above shall include:

DAILY CLEANING:

Cleaning of the entire Office premises including Main Entrance, canteen, tea/coffee rooms Lift, stair case area, Cabins, cluster, corridors, and Conference Halls and Lobby on all floors, which must be completed daily latest by 9.00 a.m. .

Sweeping:

- Sweeping all floor areas including, Damp Moping of Tiles, Vitrified floors, sidewalls and podium entrance areas.
- Floors shall be free of dirt, mud, sand, footprints, liquid spills, unwanted material and other debris.
- Chairs, trash receptacles and easily movable items shall be moved to clean underneath with special attention.
- During inclement weather, the frequency may be higher than once per day. When completed the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue or any evidence of remaining dirt or standing water
- After sweeping all vitrified floors, areas would be machine scrub cleaned
- Sweep Clean of debris from walkways and driveways including car parking area and hose clean them during appropriate climatic and water use conditions Special attention will be paid to the cleaning of water Dispensers, water filters & pantries. All furniture in the office area, wall panels, partitions in common/office area will be cleaned every day.

Vacuuming

- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed the area shall be free of all litter, lint, loose soil and debris.
- Any chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and then replaced in the original position with special attention.

Washroom cleaning: (To be carried out on hourly basis)

- Thorough cleaning and sanitization of toilets, bathrooms. Wash basins and shower facilities using suitable non-abrasive cleaners and disinfectants
- All surfaces shall be free of grime, soap mud and smudges.
- Cleaning of mirrors, glass doors, glass windows etc,
- Replacement of paper towels, toilet paper, and soap dispenser in all bathrooms shall be performed.
- Supply of liquid soap in all soap dispensers, urinal cubes, air purifiers, tissue papers, naphthalene balls, etc. in the bathrooms and toilets
- There will be no stains on the pots and wash basins and stink
- Perfumed disinfectant spray will be sprayed daily in all the rooms, cabins and sitting area for staff
- Harpic/flush clean to be put in the flush tanks

Trash removal

- Emptying all waste paper baskets, twice a day, from all floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were originally located.
- All waste from waste paper baskets will be collected and deposited at designated site and disposed. Arrangement for disposal of waste/garbage shall be responsibility of the housekeeping contractor
- Dry & Wet garbage would be segregated and dumped into designated area within the premises
- Periodic cleaning of internal sewerage lines and keeping sewerage lines functional.

Glass Surface Cleaning

- All glass at entrance doors of the premises would be cleaned using damp and dry method.
- Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned
- Removal of grease marks or fingerprints glass counters and partitions, this cleaning is done using approved all-purpose cleaner and lint free cloth of paper towels.

Cleaning of instruments and wall fittings

- Cleaning of doormats, telephone instruments (including their disinfecting) photos, murals, sculptures, PCs and their accessories, boards and panels, glass/board partitions and windows, etc.

Damp & Dry Cleaning

- Wipe clean all white boards of meeting rooms, Conference rooms, workstation etc.,
- Wipe clean all table tops of workstations, cubicles and other furniture and fixtures
- All pantries will be cleaned with wet & dry vacuum cleaners using disinfectants and detergents by 09.00 a.m. daily. The pantries will be cleaned twice daily.

WEEKLY CLEANING

a) Deep Cleaning

- Surrounding Common Areas, lights, fans and other electrical fittings etc.
- Ceilings, Walls, Partitions etc.
- Toilets and Washrooms

b) Window Glass Cleaning

- Interior & Exterior glass will be cleaned on both sides throughout the office premises
- Exterior cleaning of the glasses where accessible
- Dusting windows – silts and Venetian blinds

c) Sanitizing

- Office Desk paper bins would be cleaned and sanitized
- All washroom dustbins would be thoroughly cleaned and sanitized
- All telephone instruments would be sanitized using disinfectants
- Waste bins from Pantry and cafeteria area would also be thoroughly cleaned and sanitized will disinfectants
- Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect.
- Polishing of brass wares
- Any other things that require attention and weekly cleaning

d) Cleaning of Blinds/Curtains :-

- Specialized cleaning of Venetian /vertical blinds at all locations with approved quality of consumables.

MONTHLY CLEANING SERVICES

a) Curtain Wall Cleaning

- Windows, curtain walls, etc.
- Curtain walls cleaning process shall depend upon accessibility to exterior and interior and SAFETY ACCESSORIES provided by the Housekeeping Company (all facilities regarding this will be provided by the Housekeeping Agency)

b) Sweeping

- Sweeping and cleaning of the floor surface area are covered by the furniture etc with vacuum cleaners by shifting and keeping back the same in their original places after cleaning.

c) Dusting & Wiping

- Dusting & Wiping light fixtures when completed the light fixtures shall be free from dirt, grime, dust and marks
- Cleaning and dusting of racks by removing files and papers.

b) Polishing

- Applying metal polished to accessories or door handles, hand railings, lift walls, etc where applicable

e) Scrubbing

- Scrubbing of all floors areas with scrubbing machines

f) Professional Cleaning of External Facade of the Building.

- The external glass of front elevation of the building should be cleaned with cleaning fluid using access equipment tools

List of General Equipment

List of cleaning materials, apparatus & equipment to be provided and used for housekeeping services by the Contractor according to their uses:

General Areas:

- All-purpose cleaner
- Window Glass Cleaner
- Wood surface polish
- Garbage bags large
- Garbage bags medium
- Garbage bags small
- Air freshener [spray]
- Insect Killer/Bygone spray/Hit

Toilet Area

- All purpose cleaner
- Naphthalene balls
- Air Freshener[Spray]
- Dettol
- Insect killer/ Bygone Spray/Hit
- Deodorant
- Toilet rolls
- Harpic/flush clean for flush tanks

Major Equipment

- Single disk scrubber
- Wet & Dry Vacuum machine
- Dry Vacuum machine
- Single bucket trolley
- Extension pole for glass cleaning
- Step ladder aluminum 12”

Special Equipment for external facade:

- Any equipment required and concerning safety and security of the manpower deployed by the Housekeeping Agency.
- spider man equipment and accessories (specially designed and patent for man riding as per EN-892 and EN-1891)
- Secondary safety dives (rope grab fall arrestor conforming to EN-353-2)
- Cleaning tools: Squeegees, Window washer and scrapper etc.

- Cleaning Fluid: - Spray of Amway or Duz all Oof medicate for glass and aluminum clad surface cleaning.

List of other equipment:

- Scrubbers with handle
- Dust pan
- Dust brushes
- SS Scorch pads/steel wool
- Floor scrubbing pads [machine]
- Nylon brooms with stick
- Floor dust mops with holder
- Furniture & fixtures
- Feather duster
- Duster cloth
- Window Applicator
- Window squeeze
- Sponge pads
- Spray Bottles
- Glass cleaning cloth
- Toilet brush
- Hand brush,
- Plastic buckets medium,
- Rubber gloves,
- Mop sticks metal,
- Mop refill,
- Floor rubber squeeze,
- Scotch pads,
- Web brush curved for AC,
- Deck broom Nylon.

(The above list is only indicative, and not exhaustive. In addition to the above, the Contractor shall provide other apparatuses & equipment as may be deemed necessary or required for providing efficient housekeeping services.)

4. HORTICULTURE SERVICES

- a. Flower arrangement: Provision of medium sized fresh flower arrangement, minimum 06 (Six) points at the BIRAC office. The rate shall be quoted for per point flower arrangement, any increase in the number of arrangements shall be dealt accordingly. The flowers should be of rose, gerbera, gladiola, lilies, carnation etc. The arrangement should has minimum 6 sticks per point consists of fresh cut flowers to be placed in flower vases to be changed on three days of a week (viz; Monday, Wednesday and Friday) by the contractor.
- b. Plants: Provision of approx. 100 potted plants (Small and big) in the lobby, passages, cabins, staircase, etc of the BIRAC office, which shall be changed/replaced on monthly basis. The rate shall be quoted for per plant, any increase in the number of arrangements shall be dealt accordingly Fading/wilting plants shall be replaced immediately. Decorative pots etc. would also be provided with the plants.
- c. Extra potted plants and flower arrangement, if required has to be provided on request.

5. MAINTAINANCE SERVICES

- a. 01 electrician, 01 plumber, 01 Air conditioner mechanic and 01 carpenter- on call basis as and when required.
- b. 01 pest controller on fortnightly basis- The treatment cycle would be on fortnightly basis for General Pest Control and control of control of rodents, ants, termites, insects etc. Further you will attend to specific requirements as and when required.
- c. Placement of Rodents Trap at various location in office.

Chapter- 3 – Conditions of Contract

1. Letter of Award (LOA)

On acceptance of Bid for awarding the contract, BIRAC will issue a Letter of Award “LOA” to the successful bidder in writing. Such successful bidder will need to sign a “Service and Confidentiality Agreement”. After signing of the Agreement, no variation in or modification of any of the terms of the Agreement shall be made except by written amendment signed by the parties. The terms and conditions of the agreement are appended in Chapter-7.

2. Governing Terms and Conditions

The selection and engagement of the agency shall be governed by the terms and conditions of the “Service and Confidentiality Agreement”. The cost for preparing the response to BID including visits by the bidders is not reimbursable. Chapter 7 provides further details regarding Service and Confidentiality agreement and format thereto.

Chapter- 4 – Schedule of Requirements

Essential eligibility criteria (EEC)

The agency should fulfill the following criteria:

- i. The applicant should be legal entity registered in India.
- ii. Full-fledged office set up in Delhi/NCR.
- iii. Minimum 5 years' experience in providing Housekeeping services.
- iv. Agency should have been on panel of at least 01 or more Government department/PSU.
- v. The agency should not have incurred have any losses during the preceding three years viz. 2014-15, 2015-16 & 2016-17 certified by CA.
- vi. Agency should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
- vii. Agency should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this engagement of Housekeeping Services and in the execution of agreement

Note : Documentary proofs for the above are essentially to be submitted. For the above Sl.No. vi & vii, self-declaration should be submitted by the bidder on the letter head, duly signed and stamped.

SPECIAL CONSIDERATIONS FOR MSME & Start Ups

If the bidding entity is registered under (i) Micro & Small Enterprises at District Industry center or Khadi and Village Industry Board or Coir Board or National Small Industry Corporation or Directorate of Handicrafts and Handlooms or any other body specified under "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" & (ii) Start-Ups registered under DIPP (as per G.S.R. 501(E)) it will be exempted from the prior experience & financial criteria.

The participating Bidders who qualifies any of the above aspect shall be allowed **L1+20%** margin of purchase preference in the Price Bid for the purpose of evaluation. After giving such margin, if more than one Bidder stand on equal Price Quote, then the Bidder having more relevant experience can be considered for award of contract.

The exemption from the EEC and the Technical Evaluation Criteria will be considered for MSME & Start-Up, if, proof has been submitted with the EEC itself.

Expected inputs

- a. Understanding of the Scope of Work (SoW)
- b. Domain specific experience in each of the areas relevant to SoW
- c. Adequate in-house capacity to meet the requirements of SoW

Chapter 5 - Specifications and Allied Technical Details

1. The Bid Evaluation Criteria (BEC) will be based on the Technical Evaluation Criteria and the Price Bid Evaluation

Sl. No.	Technical Evaluation Criteria <i>(Documentary Evidences are to be attached as the scoring will be done based on the submitted documents)</i>	Maximum Score (Total 70)
1.	<u>Prior Experience</u> Minimum 5 years – 10 marks 6 years to 10 years – 20 marks Above 10 years – 30 marks	30
2.	<u>Empanelment with Govt. Agency</u> Minimum 1 Empanelment – 10 marks From 2-5 Empanelment – 15 marks More than 05 Empanelment – 20 marks	20
3.	<u>Scheme of Deployment</u> Number of Manpower Proposed & the division of labor	20

Note : The exemption from the EEC and the Technical Evaluation Criteria will be considered for MSME & Start-Up, if, proof has been submitted with the EEC itself.

2. Conflict of Interest

The firm/entity shall not receive any remuneration in connection with the assignment except as provided in the "Service and Confidentiality Agreement".

3. Warranty of the firm

The firm/entity shall warrant that it is under no contractual restrictions of legal disqualifications or other obligations which will prohibit from entering into this agreement and that the statement and particulars herein contained in the BID and in the relevant and supporting documents to this agreement are correct.

These scores will be made objectively based on the input received from various acceptable bidders and will be done during technical evaluation. The above details are therefore required to be submitted with validated documentary proof. Each factor will be marked on relative marking basis and will be subjected to weightage and added for combined scoring. The Highest Three Technically Scoring Bids (Upto 3 – H1, H2 & H3) will be further considered for opening of Price Bid.

The Price Bid shall be evaluated based on the TABLE D that quotes the Grand Total Amount. The Bidder with the lowest price quote will be considered as L1 and the Letter of Award (LOA) will be issued. As per BEC the inter se ranking given among the technically acceptable bidders prior to the Price Bid Opening will be used for tie breaking. Bidders with better technical ranking will be awarded

the job in case of tie at L1 position during evaluation process. The technical scores will not be reviewed once the Price Bids have been opened.

If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

Chapter- 6 – Price BID

Format for Price Bid

TABLE A- HOUSEKEEPING SERVICES

Sl.No.	Description	Rate per square feet	Total Monthly Amount (Rs.)
1.	Rate per square feet/month for the area(15,000 Sq. feet) for the scope of work		
Tax@-----%			
Total			

TABLE B- HORTICULTURE SERVICES

Sl.No.	Description	Qty. (Approx.)	Rate(Rs.)	Amount per month(Rs.)
1.	Plants	100	Rate per pot	
2.	Flower Arrangement	06	Rate per point of arrangement	
Tax@-----%				
Total				

TABLE C- ANCILLARY SERVICES

Sl.No.	Description	Rate(Rs.) for each visit
1	Electrician (Excluding the actuals for materials)	
2	Plumber (Excluding the actuals for materials)	
3	Carpenter(Excluding the actuals for materials)	
4	Air conditioner mechanic (Excluding the actuals for materials)	
5	Pest Control (Including the materials and equipment required for control of pests, rodents, ants, termites, insects etc)	
Tax@-----%		
Total		

TABLE D- GRAND TOTAL

Total amount quoted in the <u>TABLE A- HOUSEKEEPING SERVICES</u> + Total amount quoted in the <u>TABLE B- HORTICULTURE SERVICES</u> + Total amount quoted in the <u>TABLE C- OTHER SERVICES</u>	Rs.
Amount in words	

Note :

The rate of Service charge will be inclusive of all taxes (Work Contract Tax and other Taxes etc.) as per the Govt. rules. Income Tax shall be deducted at source as per rules and TDS certificate will be issued.

The participating Bidders who qualifies any of the exempted aspect shall be allowed **L1+20%** margin of purchase preference in the Price Bid for the purpose of evaluation. After giving such margin, if more than one Bidder stand on equal Price Quote, then the Bidder having more relevant experience can be considered for award of contract.

Chapter- 7 – Service and Confidentiality Agreement

SERVICE AND CONFIDENTIALITY CONTRACT

This Contract is made on this _____ day of _____, 2014 (Effective Date) at New Delhi BY and BETWEEN the Biotechnology Industry Research Assistance Council, a Government of India Enterprise having its office at 1st Floor ,MTNL Building ,9 , CGO Complex, Lodhi Road, New Delhi-110003 hereinafter referred to as “BIRAC” (which expression shall wherever the context so admits include its successors and assignees) of the First Part

AND

_____, having its registered office at _____, hereinafter referred to as the “Contractor” (which expression shall wherever the context so admits include its employees, administrators and permitted assignees) of the Second Part

WHEREAS all the parts are hereinafter referred to as “Parties”;

WHEREAS BIRAC desires to engage the Contractor for providing Contractual Human Resource Services and the Contractor hereby agrees to provide the same governed by below mentioned terms and conditions.

All Annexure to this Contract shall be integral part of this Contract.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this Contract.

1. INTERPRETATION

- i. Confidential Information: “Confidential Information” means all information (whether in oral, written or electronic form) relating to the BIRAC’s affairs, activities, manpower particulars or other agnate materials including any notes or summaries derived from those materials of the Disclosing Party specified as confidential and other confidential information received by the Disclosing Party from third parties, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or (5) is required by public authority, by law or decree.
- ii. Words importing the singular numbers shall include the plural number and vice versa.
- iii. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Contract.

2. EFFECT OF CONTRACT

- i. The Contract shall be effective for an initial period of 3 (Three) years from the date of signing of agreement with a provision of extension for two years on mutually agreed terms and conditions.
- ii. This Contract does not constitute and will not be deemed to constitute and exclusive commitment/ arrangement between BIRAC and the Contractor.

- iii. BIRAC will not retain any control for direct supervision of the contracted services and execution of this Contract does not create any liability, explicit or implicit, on BIRAC in respect of the manpower engaged.
- iv. This Contract may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single Contract.
- v. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

3. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall;

- i. Discharge the duties, responsibilities and execute activities in furtherance of the scope of work as given in the Scope of Work.
- ii. Ensure compliance with legal provisions related to this Contract. The Contractor shall obtain all requisite license and approval at his cost from the appropriate authority for executing this contract work and submit copy of such license and approval to BIRAC.
- iii. Deploy the workforce which will exclusively be on contractor's pay roll.
- iv. Ensure proper behavior of the work force provided for BIRAC. The contractor will prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood.
- v. Keep the BIRAC and its employees etc., harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- vi. Take disciplinary action against any worker/staff engaged by him.
- vii. Undertake to indemnify the BIRAC against all claims which may arise under the noted acts:
 - a) The Shops and Establishment Act.
 - b) The Workman's compensation Act.
 - c) The payment of Wages Act.
 - d) The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
 - e) Family Pension Scheme.
 - f) Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
 - g) Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.
- viii. Submit any other documentary evidence as & when called by the BIRAC in connection with this Contract.

4. SERVICE AND PAYMENT REQUIREMENTS

- i. In case of misconduct etc., and report against any of the contractual staff, the Contractor shall immediately replace the erring worker by deploying another personnel on same terms & conditions. Such personnel will not be deployed in BIRAC again without written consent of the authorized officer or officer-in-charge.
- ii. The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. of BIRAC by any contractual worker so deployed, and contractor shall make good the loss/damage, either by replacement or by adequate compensation to BIRAC.
- iii. The contractor shall be responsible to replace/supplement the resources including manpower if regular deputed person remains absent.

- iv. Any kind of taxes, levies including GST imposed by the appropriate Govt., shall be payable by the contractor.
- v. Income tax, if any, as per provisions of the income tax Act 1961 and as amended from time to time, shall be on Contractor's account and shall be deducted from Contractor's monthly bill.
- vi. The Monthly Invoice of the vendor shall include the actuals expenses towards materials related to Ancillary & Horticulture Services.
- vii. The liability of BIRAC will be limited only to the payment of amount for providing the required services under the Contract as specified in Scope of Work.

5. Non-Compliance

In case contractor does not deploy sufficient resources resulting in non-compliance of the scope of work then deduction of upto 3% of invoice for the month can be made (not by the way of penalty) by BIRAC.

6. WITHHOLDING OF PAYMENT

In order to protect BIRAC, it may withhold the whole or any part of the amount due to contractor on account of evidence subsequently discovered in respect of following:

- i. For non-completion of contracted work to BIRAC's satisfaction.
- ii. Contractor's indebtedness arising out of execution of the Contract.
- iii. All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- iv. Any failure by the Contractor to fully reimburse BIRAC under of indemnification provisions of this Contract. If, during the process of the Contractor shall allow any indebtedness to accrue of which BIRAC may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by the BIRAC, fail to pay and discharge such indebtedness, then BIRAC may during the period for which indebtedness shall remain unpaid, withhold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.
- v. Garnishee order issued by a Court of Law in India.
- vi. Income-tax deductible at source according to law prevalent from time to time in the country.
- vii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by the BIRAC in the event of Contractor's failure to adhere to such laws.

7. CONFIDENTIALITY

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the Confidential Information and data exchanged/generated from the Process under this Contract for any purpose other than in accordance with this Contract. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities. Thus obligation under this Contract will commence on the Effective Date and will subsist till three years after completion/termination or till such time the confidential information falls into the public domain whichever is earlier.

8. EARLY TERMINATION OF THE TERM

This Contract may be terminated without cause by either party upon not less than thirty (30) days prior written notice by either party to the other. BIRAC can terminate the Contract if the Contractor voluntarily ceases performing the Duties or “for cause”, in case of any material breach of the terms agreed to. Any termination “For Cause” shall be made in good faith by the BIRAC. Upon termination, neither party shall have any further obligations under this Contract, except for the obligations to maintain confidentiality. The financial liability shall cease as of such termination date. Upon termination the Contractor shall return all Confidential Information, as hereinafter defined, and copies thereof.

9. WAIVER AND ASSIGNMENT

Any waiver by the BIRAC of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Contractor shall not have the right to assign the rights or obligations under this Contract without the prior written consent of BIRAC.

10. DISPUTE RESOLUTION & ARBITRATION

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Contract, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation.

If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this Contract or the validity the breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be submitted for arbitration to International Centre for Alternate Dispute Resolution (ICADR), an autonomous organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the sole arbitrator shall be the ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this Clause shall not become inoperative notwithstanding the Contract expiring or ceasing to exist or being terminated.

11. NOTICE

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Contract shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the heading to this Contract. Either party may designate, by notice, a change of address hereunder.

12. SEVERABILITY

If any of the provisions of this Contract are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Contract as a whole.

13. GOVERNING LAW

This Contract shall be construed in accordance with and governed for all purposes by the laws of India subject solely to Delhi jurisdiction.

14. AMENDMENTS OR WAIVER

No amendment or waiver of this Contract is binding unless agreed to in writing by the parties.

15. NO OTHER RELATIONSHIP

The Contractor agrees that all Services will be rendered as an independent contractor and that this Contract does not create an employer-employee relationship or business partnership between the parties.

WHEREFORE, the Parties hereto through its duly authorized representatives have signed this Contract on the day, month and year mentioned hereinbefore.

Signed

.....

.....

On behalf of the Contractor

On behalf of the BIRAC

Date.....

.....Date

WITNESS

WITNESS

Signed

.....

.....

On behalf of the Contractor

On behalf of the BIRAC

Date.....

.....Date

Chapter- 8 – Other Standard Forms

Annexure I

1. Format for Covering Letter:

ON LETTERHEAD OF HOUSEKEEPING AGENCY

BID Reference Number: **BIRAC/HR&A/007/2017/ENQ-021**

To,

**Head (Admin. & HR), BIRAC, 1st
Floor , MTNL Building,
9, CGO Complex, Lodhi Road, New
Delhi-110003**

Sub: BID for Housekeeping Services at BIRAC Office

Dear Sir/ Madam,

Having reviewed and fully understood all of the requirements of the Bid Document and information provided, the undersigned hereby bids for the assignment referred above. The validity of this BID is confirmed for 90 days from the due date or the extended due date (if applicable).

Bid containing the details as per the requirements is enclosed herein for your evaluation.

It is hereby declared that _____ (name of firm) was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt. or other agency.

_____ (name of firm) also declare that there is under no contractual restrictions or legal disqualifications or other obligations which will prohibit from entering into this bid/tender and each and every one of the statement and particulars herein contained are correct.

..... Authorized

Signatory

Name:

Designation:

2. Format for Essential eligibility and Technical Capacity:

ON LETTERHEAD OF THE HOUSEKEEPING AGENCY

A. Essential eligibility					
1. Summary and Contact Information:					
Name of Proponent Organization					
Name of Contact Person for this Proposal					
Address					
Phone					
Email Contact					
2. Eligibility Criteria					
S.no	Particulars	Status		Supporting document	
		Yes	No	Yes	No
1.	The applicant should be legal entity registered in India.				
2.	Full-fledged office set up in Delhi/NCR.				
3.	Minimum 5 years' experience in providing housekeeping services.				
4.	Agency should have been on panel of at least 01 or more government department/PSU.				
5.	The agency should not have incurred have any losses during the preceding three years viz. 2014-15, 2015-16 & 2016-17 certified by CA.				
6.	Agency should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.				
7.	Agency should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this engagement and in the execution of agreement				

3. Technical Capacity

a. Areas in which the Housekeeping Agency has expertise

Sl.No.	Area (s)	Specific Details

b. Organizational Profile

Please provide a brief description of the organization. Please include the following information.

- (1) Mandate, Mission or vision statement
- (2) Organization Structure
- (3) Membership / Awards

c. Details of Past and ongoing Assignments (Experience Statement)

Provide details of past 5 years. Enclose relevant documents wherever applicable.

d. In house Manpower Structure & Professional Competence of the team members

Please provide a description of the In-house Manpower capacity of the organization including the Personnel and their corresponding area of specialization (CV of the team members)

e. Presence on the panel of Government Enterprise/PSUs and details of tasks undertaken

f. Details of Organizational / Firms Policies on data protection, confidentiality & Conflict of Interest

g. Financial Status of the Organization : The financial capacity and capability of the organization including gross income, audited statement of accounts, IT return for the last three years

h. Additional information for consideration : Information if any on related aspects such as

organizational reference etc.
i. Enclosures <ul style="list-style-type: none"> a. Letter of Registration b. Copy of Constitution of Firm/Entity or other Establishment document c. CVs of Key management staff of the organization d. Account details certified by Auditor e. Other Please specify.

Note:

1. ***Bid not submitted in the specified format may be rejected.***
2. ***Submit only hard copy of the bid in sealed envelope to “BIRAC at 1st Floor, MTNL Building, 9,CGO Complex, Lodhi Road, New Delhi-110003”with caption as “BID for Housekeeping services” on the envelope.***
3. ***Visit www.birac.nic.in for more information.***

Name of Authorized Officer to Submit Bid: _____

Title: _____

Organization: _____

Signature with Seal : _____ Date :

- In case of a Company certified true copy of a Board Resolution Authorizing such a person to submit Bid and in case of any other Legal Entity Letter of Authority from Managing Partner or Sole Proprietor on Letter Head must be provided.

3. Format for Power of Attorney:

Annexure 3

Power of Attorney

Notarized

Instructions:

The Power of Attorney is to be executed on a non-judicial stamp paper of Rs.100/-. Each page of the Power of Attorney is to be signed and wherever the blanks are filled in initiated by the Principal (applicant executing the POA). The POA should be signed by the Attorney on the last page. It is mandatory that the Power of Attorney should be notarized by a Notary Public. Wherever required, the Applicant should submit for verification the extract of the documents such as a Board resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For
mat:

S.no	Specifications	Details
1.	Nature of the Document:	Power of Attorney
2.	Date of Execution	
3.	Place of execution	
4.	Name of the Principal	
	Address	
5.	Name of the Attorney	
	Age:	
	Father/Husband Name	
	Address	

PURPOSE AND SCOPE OF THE AUTHORITY;

KNOW ALL MEN BY THESE PRESENTS THAT "the Principal" DO HEREBY NOMINATE APPOINT AND CONSTITUTE "the Attorney" who is presently employed with the Principal and holding the position of, and who has subscribed his/her signature hereunder in token of identification to be my lawful Attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters, and things in connection with or incidental to submission of our bid for Biotechnology Industry Research Assistance Council (BIRAC), namely:

- i. To apply with proposals or revises thereof for purpose of responding to the invitation for Housekeeping Services by BIRAC.
- ii. To file necessary applications indemnities, declarations, documents and papers, participate in Applicants' and other conferences or give any statement, letter, clarification or any other writing required or necessary for as per procedure.
- iii. To accept terms and conditions relating to the Facilities and sign such writings /letters / papers / documents in token of my acceptance of the terms and conditions therein contained.
- iv. To generally deal with BIRAC in all matters in connection with or arising out of our bid for the said Assignment and/or upon award thereof to us and/or till receipt of work order from BIRAC.
- v. To act and perform in said fiduciary capacity consistent with the Principal's best interests including such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein by this POA which becomes effective upon execution.

AND it is agreed all lawful acts, deeds, matters, and things done by the Attorney pursuant to the powers hereinbefore mentioned is ratified by the Principal.

In Witness Whereof, I _____ holding the position of in(name of the firm) have hereunto set and subscribed my hands at _____ on _____.

Signature of the Principal

Before the Witnesses:

- 1.
- 2.

I ACCEPT

Specimen signature of _____, the Attorney of the Bidder.

BANK GUARANTEE FORM

(To be submitted on non-judicial stamp paper)
PERFORMANCE GUARANTEE

Ref. No. **BIRAC/HR&A/007/2017/ENQ-021**

Bank Guarantee No. _____

Date ____ / ____ / _____

To

**Biotechnology Industry Research Assistance Council (BIRAC)
A Government of India Enterprise,
1st Floor, MTNL Building, 9, CGO Complex,
Lodhi Road, New Delhi-110003, India**

Sirs,

1. In consideration of BIRAC, a Government of india enterprise under the deppt. Of Biotechnology of Ministry or Science of technology 1st Floor MTNL Building CGO Complex Lodhi Road New Delhi-110003 (hereinafter referred to as "the BIRAC", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ Contract dated _____ to M/s. _____ having its registered / head office at _____ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the BIRAC having agreed that the contractor shall furnish to the BIRAC a performance guarantee for an amount of US Dollars _____ for the faithful performance of the entire contract as mentioned in the LOI.
2. We _____ (name of the bank along with address, Telex No., Fax No.) registered under the laws of _____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Indian Rs..... (in figures) (Indian Rs..... (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the BIRAC on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as

the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the BIRAC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that the BIRAC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance, without proceeding against the contractor and notwithstanding any Bond or other guarantee/s that the BIRAC may have in relation to the contractor's liabilities.
4. The Bank further agrees that the BIRAC shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the BIRAC against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and until all dues payable by the contractor to the BIRAC under the contract have been fully paid and the entire claim which the BIRAC may have against the contractor has been fully satisfied or discharged or till the BIRAC discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the BIRAC or in that of the Contractor.
7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.
8. The Bank hereby also agrees that this guarantee shall be governed by and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs..... (in figures) (Indian Rs. (in words) and it shall remain in force until _____ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within

the said expiry or the extended date/s, the rights of the BIRAC under this Guarantee will cease. However, if we have received a claim within the said date, all rights of BIRAC, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this _____ day of _____ 20 _____ at _____.

(Signature)

Full Name & designation
and official address (in legible letters)
with bank stamp

WITNESS NO.1

(Signature)

Full name and Official address
(in legible letters)

Attorney as per power of Attorney

No. _____

Dated: _____

WITNESS NO.2

(Signature)
