

**INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE**

9A-HO CHI MINH SARANI  
KOLKATA – 700 071

No.ICCR-RTC/Tender/FM/2016-17

Dated :28.11.2016

TENDER FOR PROVIDING FACILITY MANAGEMENT SERVICES AT INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9A-HO CHI MINH SARANI, KOLKATA- 700 071.

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INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE  
9A-HO CHI MINH SARANI  
KOLKATA – 700 071

**SECTION-1  
(NOTICE INVITING E-TENDER)**

**NOTICE INVITING E-TENDER [RE-TENDER]**

Subject: PROVIDING FACILITY MANAGEMENT SERVICES AT INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9A-HO CHI MINH SARANI, KOLKATA – 700 071.

On behalf of the President of India, The Indian Council for Cultural Relations, Rabindranath Tagore Centre [ ICCR, RTC], Kolkata invites online bids for providing Facility Management Services [FMS] at Indian Council for Cultural Relations, Rabindranath Tagore Centre, 9A-Ho Chi Minh Sarani, Kolkata – 700 071 from registered and authorized companies as per details given in the tender documents.

Tender No. No.ICCR-RTC/Tender/FM/2016-17

Dated :28.11.2016

Tender No. ICCR-RTC/Tender/SS/2016-17	Dated: 28.11.2016
<b><u>Important Dates</u></b>	
Date of publishing	28.11.2016 (1700 hrs)
Bid Document Download Start Date	28.11.2016 (1730 hrs)
Bid Submission Start Date (online)	29.11.2016 (1000 hrs)
Bid Submission End Date (online)	18.12.2016 (1700 hrs)
Date of Technical Bid Opening (online)	20.12.2016 (1100 hrs)
EMD & Tender Fee to be submitted in the form of Demand Draft in favour of "Indian Council for Cultural Relations, Kolkata" by 1700 hrs on 29.11.2016	Rs.1,20,000/- & Rs. 1500/- respectively

EMD & Tender Fee to be submitted in the form of Demand Draft in favour of " INDIAN COUNCIL FOR CULTURAL RELATIONS, KOLKATA" by 1700 hrs on 29.11.2016 Rs.1,20,000/- & Rs. 1,500/-

2. Manual bids shall not be accepted. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Tender document fee of Rs. 1,500/- and EMD of 1,20,000/- are payable by way of Demand Draft drawn in favour of "ICCR, Kolkata" along with the bid documents.

3. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the ICCR, Kolkata shall be final and binding.

(Goutam De)  
Regional Director  
Tel: 033-22820402

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No.ICCR-RTC/Tender/FM/2016-17

Dated :28.11.2016

INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE  
9A-HO CHI MINH SARANI  
KOLKATA – 700 071

**SECTION-2  
(AFFIDAVIT)**

(ON NON-JUDICIAL STAMP PAPER OF RS.10/)

**AFFIDAVIT**

I/we

..... Partner(s)/Legal Attorney/Proprietor(s)/Accredited  
Representative(s) of M/s.....solemnly declare that:  
2. I/we are submitting tender for facility management services i.e.housekeeping, E&M services, services against Tender Notice No. No.ICCR-RTC/Tender/FM/2016-17 Dated : 28.11.2016.No sub-vendor shall be deployed by us.  
3. I/we or our partners do not have any relative working in Indian Council for Cultural Relations either in HQ or Regional Offices.  
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.  
5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.  
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.  
7. The Price-Bid submitted by me/us is " WITHOUT ANY CONDITION".  
8. If any information or document submitted is found to be false/incorrect,department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD)and blacklisting of my/our firm and all partners of the firm etc.  
9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.  
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that ICCR, Kolkata is not bound to accept highest ranked bid / lowest bid or any other bid that ICCR, Kolkata may receive.

(Signature of the Tender with Seal)  
Seal of Notary  
Date :

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No.ICCR-RTC/Tender/FM/2016-17

Dated :28.11.2016

INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE  
9A-HO CHI MINH SARANI  
KOLKATA – 700 071

### **SECTION-3** **(INSTRUCTIONS TO BIDDERS)**

#### **1. MINIMUM ELIGIBILITY CRITERIA**

1.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

(a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956.Bidding in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. A copy of complete 'Memorandum of Article of Association' to be submitted along with the bid.

(b) Registration: The Bidder must be registered with the Income Tax,registered under the Labour Laws/Rules, Employees Provident Fund Organization, Employees State Insurance Corporation.

(c) Licenses: The Bidder must have appropriate Licenses from Sales Tax Department, Income Tax Department (TIN/TAN/PAN).

(d) Experience: Successfully managed and provided Facility Management Services in at least three works of similar nature as a part of at least one to them, with yearly value of not less than Rs. One crore for each work in the Central/State Govt Departments/Ministry/Organizations of the Govt of India/State Govt/PSUs or big reputed Private Organizations during the last five years as on 31.03.2016.

(e) The agency should have average financial turnover of Rs. 3 crore (Rupees three crores only) per annum for each of the last three financial years ending 31.03.2016.

(f) The weightage would be given to the agency having its presence in multiple locations in West Bengal and other states in India.

**1.2 Documents supporting the Minimum Eligibility Criteria:**

(a) In proof of having fully adhered to the minimum eligibility criteria at 1.1 (a), attested copies of certificates of incorporation and Memorandum of Article of Association issued by the Registrar of companies shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.

(b) In proof of having fully adhered to minimum eligibility criteria at 1.1(b), attested copies of PAN, TAN, TIN, VAT/Sales Tax, Labour Registration, EPFO Registration, ESIC Registration shall be submitted.

Attested copy of these documents to be uploaded with Technical Bid.

(c) In proof of having fully adhered to minimum eligibility criteria at

1.1(c), attested copies [by Chartered Accountant] of Clearance Certificate (Last three years returns) from Sales Tax/VAT Department, Service Tax Department, Income Tax Department shall be accepted. Attested copy of these documents to be uploaded with Technical Bid. Valid license of Facility Management Agency Regulation Act must be in the name of bidder. Copy to be attached with Technical bid.

(d) In proof of having fully adhered to minimum eligibility criteria at 1.1(d), attested copies of Work Order for completed work issued by the Central/State Government Departments / Ministry/Organizations of Govt of India/State Govt/PSUs or big reputed private organizations shall be accepted. Attested copies of these documents to be uploaded with Technical Bid.

(e) In proof of having fully adhered to minimum eligibility criteria at 1.1(e), attested copy of the audited balance sheets for the completed three financial years i.e. for 2012-13, 2013-14 and 2014-15 {2015-16 if audited}[P&L Account & Balance Sheet must be attached for 03 years] shall be accepted. Attested copies of these documents to be uploaded with Technical Bid. Should not have incurred loss during the last three financial years and should have a positive net worth.

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**2. SUBMISSION OF ONLINE BIDS:**

2.1. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> . Manual bids will not be accepted under any circumstances.

2.2. Tenderer/Bidders are advised to follow the instructions provided in the "Instruction to Bidder" specified at Section 3 of this Tender document for e-submission of the bids online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Original Demand Draft towards EMD and Tender Document Fee shall be submitted on or before closing date of tender submission. Complete set of documents uploaded shall be submitted within 03 working days after the bid submission date.

2.4 Bid submitted online without required documents will be summarily rejected.

2.5 Both technical and financial bids are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

2.8 The online bids (complete in all respect) must be uploaded online in Two Covers (Cover-I: Technical Bid and Cover-II: Financial bid) as per Annexure-I and Annexure-II respectively in PDF Format.

**3. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)**

3.1. The Earnest Money Deposit (EMD) of Rs.1,20,000/- and Tender Fee of Rs.1,500/-, both in the form of Demand Draft in favour of "INDIAN COUNCIL FOR CULTURAL RELATIONS" payable at Kolkata. is required to be submitted in a sealed envelope superscribed "Tender for Facility Management Services in ICCR, RTC, Kolkata 2016", on or before the closing date and time of e-submission of online bids i.e. by 1700 hrs on 18.12.2016 to The Regional Director, Indian Council for Cultural Relations, Rabindranath Tagore Centre, 9A-Ho Chi Minh Sarani, Kolkata – 700 071, failing which the bids will not be considered.

3.2. Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.3. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD. However, MSMEs registered with NSIC for exemption of EMD and Tender fees would be exempted from payment of EMD provided the certificate is valid for at least one month after the last date of submission of tender bids and the certificate covers the specific services to be rendered in this tender.

3.4. The EMD shall be returned to the bidder(s) whose offer is not accepted by the ICCR, Kolkata within 30 days from the date of signing the agreement with the successful bidder. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.

3.5. The EMD of the successful bidder will be returned on receipt of Performance Guarantee.

3.6. EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

**4. FINANCIAL BID:-** The bidder must submit their financial bid in the prescribed format (BOQ.pdf File) – specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of Financial Bid and upload the dully filled in bid documents online without changing the format. If the BOQ file is found to be modified by the bidder or incomplete, the bid will be rejected.

**5. EXTENTION OF LAST DATE AT THE DISCRETION OF THE ICCR, RTC, KOLKATA:-** The ICCR,RTC, Kolkata may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>; ICCR website: [www.iccr.gov.in](http://www.iccr.gov.in) ; and ICCR, RTC Kolkata website: [www.tagorecentreiccr.org](http://www.tagorecentreiccr.org)

**6. OPENING OF TECHNICAL AND FINANCIAL BID:-**

6.1. Online bids (complete in all respect) received along with draft of EMD (Physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorised representative of bidder, if present, at Indian Council for Cultural Relations, Rabindranath Tagore Centre, Kolkata. Bid received without EMD will be rejected straightaway.

6.2. A duly constituted committee will evaluate eligibility criteria of bidders.

6.3. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

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6.4. It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

6.5. After scrutiny of technical bids, the ICCR, RTC, Kolkata shall shortlist the eligible bidders who qualify in the technical evaluation stage and inform them of the date and time of opening of the Financial Bids (Preferably by E-mail);

6.6. The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation from the bidder to this effect. Bidders/representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;

6.7. The financial bid price of each bidder shall be read out on the spot.

6.8. Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

6.9. In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;

6.10. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;

**7. NON TRANSFERABILITY:** This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

**8. NON-WITHDRAWAL OF BIDS:** No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

**9. VALIDITY OF BIDS**

9.1. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

9.2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

9.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

**10. PRE-BID MEETING/SITE VISIT**

No further pre-bid meeting will be held as one pre-bid meeting has already been done at 1500 hrs on 25.11.2016 at ICCR,RTC, Kolkata, 9A-Ho Chi Minh Sarani, Kolkata – 700 071.

**11. RIGHT OF ACCEPTANCE:**

11.1. The Competent Authority in the ICCR, RTC, Kolkata reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the ICCR,RTC,Kolkata in this regard shall be final and binding.

11.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3. The Competent Authority in the ICCR,RTC,Kolkata reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

11.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the ICCR,RTC,Kolkata reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

11.5. The ICCR,RTC,Kolkata may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies /Municipalities / Public Sector Undertakings etc.

**12. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

12.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate to the successful bidder, which will in turn return one copy to the client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by the successful bidder.

12.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.

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No.ICCR-RTC/Tender/FM/2016-17

Dated :28.11.2016

INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE  
9A-HO CHI MINH SARANI  
KOLKATA – 700 071

#### **SECTION-4** **(GENERAL CONDITIONS OF CONTRACT)**

### **1. DEFINITIONS**

**General:** In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

**Agreement:** The word "Agreement" and "Contract" has been used interchangeably.

**Facility** Shall mean the work for providing housekeeping, Management Services electrical & mechanical Services, services at the premises.

**Service Provider** The word "Service Provider" means the Successful Bidder & to whom the work for 'hiring of services for Client facility management, i.e.housekeeping, E&M services, in ICCR,RTC, KOLKATA has been awarded and the "client" is Indian Council for Cultural Relations, Rabindranath Tagore Centre,9A-Ho Chi Minh Sarani, Kolkata- 700 071.

**Letter of Acceptance** Shall mean the intent of the client to engage the successful bidder for the hiring of facility management services in 'ICCR,RTC, Kolkata,'

**Notice to Proceed** Shall mean the date on which the manpower services are to commence in client's premises.

**Confidential Information** Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business /assets of client including the information having the commercial value.

**Termination Date** Shall mean the date specified in the Notice of Termination given by either party to the other party, from which the contract shall stand terminated.

**Termination Notice** Shall mean the notice of Termination given by either Party to the other Party.

**Contractor** Shall mean the successful bidder to whom, the work of providing facility management services i.e. housekeeping, E&M services, in ICCR,RTC, Kolkata, has been awarded.

### **2. CONFIDENTIALITY**

2.1. The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of client's information.

2.2. If the Contractor receives enquiries from Press / News / Media/ Radio /Television or other bodies / persons, the same shall be referred by the Contractor to the Client immediately on receipt of such queries.

### **3. PERFORMANCE SECURITY DEPOSIT (GUARANTEE)**

3.1. The successful bidder has to deposit Performance Security Deposit (PSD), which will be a sum equivalent to 10% of the accepted contract value in favour of 'INDIAN COUNCIL FOR CULTURAL RELATIONS, KOLKATA payable at Kolkata in form of Demand Draft/Bank Guarantee/Fixed Deposit Receipt (FDR), within fifteen days of the acceptance of the LoA. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder. No interest shall be paid on PSD.

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3.2. The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the ICCR,RTC,Kolkata in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the ICCR, RTC, Kolkata sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

3.3. If the Contractor fails to provide the Performance Security Deposit (PSD) within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the ICCR,RTC,Kolkata, shall be entitled to make other arrangements at the risk, cost and expense of the Contractor.

3.4. On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the Contractor without any interest on presentation of an absolute 'No Demand Certificate' from the Contractor and upon return in good condition of any specifications,samples or other property belonging to the client, which may have been issued to the Contractor, for carrying out work stipulated in the contract.

#### **4. NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Security Deposit from the successful bidder, client shall issue the 'Notice to Proceed',to the Contractor authorizing him to provide manpower in the ICCR,RTC,KOLKATA's premises at the specified locations.

**5. SIGNING OF CONTRACT AGREEMENT:** The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

5.1. Client shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.

5.2. The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Seven (07) days of receipt of the draft Articles of Agreement from the client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

5.3. The competent authority of the client shall sign the contract agreement and return a copy of the same to the successful bidder.

#### **6. SERVICES REQUIRED BY THE CLIENT**

6.1. The Contractor shall be providing facility management services including housekeeping, E & M Services, in the client's premises as per the details given herein, or any other location as required by the client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

6.2. The client shall pay the charges as agreed between the client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of the bidding process.

6.3. The Contractor shall provide facility management services in the client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

#### **7. COMMENCEMENT OF SERVICES**

The contract shall become legally binding and in force only upon:

7.1. Submission of Performance Security Deposit.

7.2. The Contractor shall commence facility management services which includes housekeeping, E&M services, at ICCR,RTC,9A-Ho Chi Minh Sarani, Kolkata – 700 071 within Ten (10) days from the date of receipt of Notice to Proceed.

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#### **8. CONTRACTOR'S OBLIGATIONS**

8.1. The Contractor shall provide facility management services which includes housekeeping, E&M services, at ICCR,RTC, 9A-Ho Chi Minh Sarani, Kolkata- 700 071 as per Schedule of Work/Requirements which may be amended from time to time by the client during the contractual period and it shall always form part and parcel of the contract. The Contractor shall abide by such assignments as provided by the client from time to time.

8.2. The Contractor shall provide facility management services through its uniformed and trained personnel for the performance of its services hereunder and the personnel deployed shall be employees of the Contractor and there shall be no Employer-Employee relationship between the client and the personnel deployed by the Contractor to fulfill its obligations. All statutory liabilities (such as ESI & PF, Bonus and other statutory dues etc.) shall be paid for by the Contractor.

8.3. The Contractor shall submit to the client the details of amount deposited on account of EPF, ESI and Bonus etc in respect of the deployed personnel mentioning their names and amount deposited against each individual to the concerned authorities from time to time.

8.4. The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. in respect of the deployed personnel mentioning their names and amount deposited against each individual from time to time.

8.5. The Client shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the client, emergencies exempted.

- 8.6. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the client shall own no liability and obligation in this regard.
- 8.7. The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Facility Management Services in accordance with Schedule of Requirements.
- 8.8. The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same, while being at the premises of work.
- 8.9. The personnel of the Contractor shall not be the employees of the client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this Agreement.
- 8.10. The Contractor shall also provide at its own cost all the benefits, statutory or otherwise to its employees and the client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made thereunder for the time being in force, or any other law.
- 8.11. The Contractor shall provide minimum of two sets each of summer and winter uniforms to its personnel at its own cost.
- 8.12. The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted to the client by the Contractor on monthly basis.
- 8.13. The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel. All the payments to its employees shall be made by the Contractor by bank transfer to respective bank accounts of all the personnel deployed at the site who shall sign the payment register maintained by the Contractor in token of having received the salary in their accounts.
- 8.14. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 8.15. All necessary reports and other information shall be supplied to the client by the contractor immediately as required and regular meetings will be held with the client.
- 8.16. The Contractor shall not employ any person below the age of 18 years. Manpower so engaged shall be trained for providing the services.
- 8.17. The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the client premises at the client's site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the contract and to provide full attention for executing the work thereof.

Contd....10/-

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- 8.18. The Contractor shall submit its organisational chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the client of any change in its organization or its personnel.
- 8.19. The personnel engaged by the Contractor shall be dressed in a neat and clean uniform (including proper name badges) provided by the Service Provider.

## **9. CONTRACTOR'S LIABILITY**

- 9.1. The Contractor shall completely indemnify and hold harmless the client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees and engaged in the provision of the facility management services i.e. housekeeping, E&M services, to the client.
- 9.2. The Contractor shall not be liable in any way whatsoever and the client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 9.2.1. Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 9.2.2. Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause, whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower services to the client.
- 9.3. The Contractor shall not sub-contract or sub-let, transfer or assigns the contract or any part thereof. In the event of the Contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the Contractors risk and cost; and the Contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

## **10. CLIENT'S OBLIGATIONS**

- 10.1. The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the client, made in writing by the Contractor in connection with the performance of the services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the services as soon as possible after the Client becomes aware of them.



10.2. The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee-employer relationship with any of the workers of the Contractor.

## 11. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially valid for a period of TWO YEAR (02 year) from the date of award subject to continuous satisfactory performance. The contract may be extended for further period of 03 years [maximum tenure 05 years from day one of initial contract] on same terms and conditions, on year to year basis subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

## 12. PAYMENTS

12.1. After selection of the successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the client for the facility management services i.e. housekeeping, E&M services.

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12.2. The prices in the Price Schedule shall be exclusive of any Service Tax, Education Cess, Secondary and Higher Education Cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rates.

12.3. The Contractor shall pay the wages/salary to the security personnel within 1<sup>st</sup> week of following month and bill for reimbursement may be submitted to ICCR, RTC, Kolkata along with salary slips categorically mentioning the dues and deductions details, based on which ICCR, RTC, Kolkata will reimburse the payment to the Agency. The billing cycle will be the 1st week of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. The Contractor will also submit copies of Service Tax and PF/ESIC Challans along with the list of staff with their individual PF/ESIC numbers at the time of submitting monthly invoices.

12.4. The initial cost of the contract shall be valid for a period of one year. No price escalation, other than those due to revision of minimum wages and other related statutory benefits/obligations such as EPF, ESI and Bonus, shall be entertained by the Client during the period.

12.5. After expiry of the initial period of the contract of one year and if the contract is renewed by the client, the Contractor shall claim increase in the contract cost only on account of increase in the minimum wages and other related statutory benefits as detailed above, as and when increased by the Government.

12.6. All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).

12.7. The Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

12.8. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## 13. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

13.1. "Force Majeure" shall mean any event beyond the control of the client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

I. War, hostilities, invasion, act of foreign enemy and civil war;

II. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

III. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;

IV. Earthquake, fire, flood or cyclone, or other natural disaster. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter-alia, the following in reasonable detail:

13.2. the date of commencement of the event of Force Majeure;

13.3. the nature and extent of the event of Force Majeure;

13.4. the estimated Force Majeure Period,

13.5. reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.

13.6. the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

13.7. any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

#### **14. TERMINATION**

This contract may be terminated by either party by giving written notice to the other if:

14.1. The other party is in material breach of its obligations under this Agreement and/ or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

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14.2. The contract may be terminated forthwith by the client by giving written notice to the Contractor, if:

14.2.1. In case of breach of any of terms and conditions of the contract by the Contractor, the Competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed.

14.2.2. The Contractor does not provide housekeeping, security services, E&M and satisfactorily as per the requirements of the client or/and as per the Schedule of Requirements.

14.2.3. The Contractor goes bankrupt and becomes insolvent.

#### **15. DISCLAIMER**

The relatives / near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

#### **16. INSOLVENCY**

16.1. The Competent Authority of the office in ICCR, RTC, Kolkata may at any time by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:-

16.1.1 If the Contractor being an individual or if firm, any partner in the Contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

16.1.2 If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

16.1.3 If the Contractor commits any breach of this contract not herein specifically provided for provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the client and provided also that the Contractor shall be liable to pay the client for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

#### **17. CURRENCIES OF BID AND PAYMENTS**

The bidder shall submit its price bid/offer in Indian Rupees and payments under this contract will be made only in Indian Rupees.

#### **18. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

18.1. In the event of non-compliance or breach of any terms of the agreement or unsatisfactory or inefficient service on the part of the contractor, the client will be at liberty to terminate the contract without giving any notice. In this respect the decision of the client will be final and

binding on the contractor.

18.2. That in case of any dispute arising between the parties of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the sole arbitration of the Director General, Indian Council for Cultural Relations, New Delhi or any person nominated by him/her. The arbitration shall be resolved in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. Place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

18.3. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall subject to the exclusive jurisdiction of the Delhi Courts of Law.

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INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE  
9A-HO CHI MINH SARANI  
KOLKATA – 700 071

**SECTION-5**  
**(SPECIAL CONDITIONS OF CONTRACT)**

1. The special conditions of contract shall supplement the "General Conditions of the Contract".

**2. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep the client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various State of West Bengal Labour and Employment Acts including the following Acts as amended from time to time. The client shall be vested with sole discretion to determine damages / loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

**3. LABOUR LAW COMPLIANCES**

3.1. The engagement and employment of labourers and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The client may ask the Contractor to produce documents to verify that these provisions/laws are complied with by the Contractor.

3.2. All wages and allied benefits such as Leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the Contractor and the client shall not incur any liability or additional expenditure, whatsoever for personnel deployed,

3.3. It is mandatory that the employees must be paid through bank/cheques/ECS only, in terms of instruction of the Labour Commissioner.

3.4. The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to the client every month along with the bill. The Contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

3.5. The Contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.6. The Contractor shall be responsible for compliance of all the laws/rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during, the course of performance of the contract.

3.7. The Contractor shall submit periodical returns as may be specified from time to time.

**4. OFFICIAL RECORDS:**

4.1. The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.

4.2. The Contractor shall maintain a personal file in respect of all the staff, deployed in Client's Office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

4.3. The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to client a statement showing the recoveries of contributions in respect of individual employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

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4.4. Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC in respect of individuals;
- (d) Proof of exclusive challans of depositing Service Tax in respect of ICCR,RTC, KOLKATA site only
- (e) Declaration of the Contractor regarding compliance of EPF / ESIC requirements.
- (f) Copies of authenticated documents of payment of Service Tax to concerned Service Tax Dept. in respect of ICCR,RTC, KOLKATA exclusively.

4.5. The Contractor shall also prepare a register indicating all payments/dues in respect of all the employees.

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No.ICCR-RTC/Tender/FM/2016-17

Dated :28.11.2016

INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE  
9A-HO CHI MINH SARANI  
KOLKATA – 700 071

**SECTION-6**  
**(SCHEDULE OF REQUIREMENTS / WORKS)**

**A. SCOPE OF WORK-OPERATIONS AND SCHEDULE**

**1.1. Objective**

The purpose of this document is to lay down the scope of work for facility management services which includes housekeeping, E&M services, at ICCR, RTC, Kolkata.

**1.2. Scope of Services**

It is the intent of this section to establish the Scope of Services. The Scope of Services outlined below should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. With the help of mix of man, machine, chemicals & standard operating procedures Service Provider (SP) will ensure efficient, clean, eco-friendly & quality housekeeping, E&M service.

**1.3 General Requirement**

Hours of Service: Janitorial services are to be provided on a daily basis, along with relievers. Twenty-four hour emergency service must be available throughout the year, without regard to daily schedules.

Reporting: The Facility Manager will submit a signed and dated daily report noting corrections, special problems, and other information as requested.

Facilities: An on-site office-cum-storage facility will be provided by ICCR,RTC, KOLKATA. Scheduling shall be so as to optimize utility conservation. Janitorial closets and storage space will be used for janitorial supplies and equipment only. Service Provider is responsible to maintain these areas in a clean and orderly state.

#### **1.4. Scope of work (Housekeeping, E&M Services)**

- To provide facility management i.e. housekeeping, E&M services.
- Staffing as per contract to ensure optimum service as per scope of work.
- Preparation and submission of various checklists/Inspection reports as scheduled in the approved formats.
- Activity reports regarding works handled.
- Uniforms & Identity cards.
- All statutory obligations such as PF, ESI, Minimum Wages, etc.
- Adequate training of staff especially any specific requirements for this building (eg. The window glass cleaning, façade cleaning, sofa cleaning, roof cleaning, water tank cleaning, drain cleaning etc.).

#### **Activity Process**

**Spot cleaning** Dip a sponge into appropriate Solution mild and give a gentle wipe on spots of the surface. The wiping should be done horizontally first and then vertically. Keep repeating the process till the spots disappear.

**Damp cleaning** Give a complete dry mop to the surface and make sure that there are no solid dust particles. Then the mop has to be dipped in mild R2 solution or clean water and it has to be squeezed to avoid water flooding. Then it has to be run on the surface to one half part first and then the other half of the entire area.

#### **Dry Mopping**

The aim of dry mopping is to control the dusts so the mop should be handled in a straight position by the left hand near the handle and it has to be run in one direction i.e. forward and then the backwards moping is done after covering some distance.

#### **Scrubbing**

Initially the entire surface should be given a complete dry mopping such that there are no solid dust particles. Then the diluted R2 solution has to be used with a scrubbing machine having a red pad (in case of hard surfaces brushes shall be used). The water has to be sprinkled initially and the scrubbing is done parallel, at the end of the process the water has to be squeezed out by using vacuumisers and then a complete dry mopping has to be given.

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#### **Buffing**

This is the next process for scrubbing and preferably to use white pads to make the surface shining and glossy.

**Vacuuming:** Vacuuming should be done for both hard and soft surfaces where in the floor tool has to be adjusted to keep out the brush and the vacuuming should not be done if some big solid particles are there. Shampooing Stain Removers shall be used to remove small stains on the carpet, sofa, the foam is generated by the machine and it has to be run on a circular motion, in case of deep stains good concentrated stain removers shall be used and complete Vacuuming has to be done after the process and it should be allowed to dry naturally.

#### **(a) House Keeping:-**

1. The work involves but not limited to sweeping/ dusting / spot cleaning/ dump cleaning/dry mopping/ scrubbing/ buffing/ vacuum cleaning/ shampooing of all common areas on daily basis between 0700 hrs. to 2100 hrs. in the entire Complex consisting of entire Cultural Complex (all office rooms, Reception area, auditorium, Conference Hall, VIP room, Lecture Halls, floor areas of AC Plant, all common area, all guest houses rooms, Auditorium Lounge, Atrium, Sculpture Court, basement tunnel, toilets/changing room, open parking areas, lobbies, verandahs, staircases, compound walls, Residence of Regional Head and the pathway, fixtures and fittings, lifts, and any other place as directed by the competent authority. Thorough cleaning of residential accommodation before possession by new occupant and at the time of vacating the room. Weekly intensive cleaning of floor/staircase of common areas and roofs in entire ICCR,RTC, KOLKATA Complex, etc. on every Saturday. Cleaning of all over head water tanks in ICCR, RTC, Kolkata. Shampooing of carpets, sofa and chairs using stain removers as and when directed by ICCR,RTC, KOLKATA. The agency shall employ sufficient number of persons to carry out the job to the satisfaction of the ICCR, RTC, Kolkata (at least 1 supervisor and 15 housemen).

2. Daily collection and removal of all garbage [including waste collected as a result of landscaping, construction / repair work carried out in the ICCR,RTC, KOLKATA complex] and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin periodically using truck/dumper. Any kind of garbage should not be dumped inside ICCR,RTC, KOLKATA complex.

AVERAGE MONTHLY COST OF GARBAGE DISPOSAL SHOULD BE FILLED IN AS "c" OF PART-B OF FINANCIAL BID OF TENDER DOCUMENT

(b) Guest Rooms and Reception:

All the guest rooms in the ICCR, RTC, Kolkata will have to be maintained so as to be available for round the clock occupancy. For this adequate deployment of necessary staff will have to be done by the agency including manning of the reception and 24x7 telephone service for meeting emergencies.

AVERAGE MONTHLY COST OF ABOVE CATEGORY SHOULD BE FILLED IN AS “e” OF PART-B OF FINANCIAL BID OF TENDER DOCUMENT

(e) E & M Services, drainage and water supply system (Carpenter, Electricians and Plumbers)

1) The Scope of work and terms & conditions would be as follows:

2) Maintenance and minor repairs of all electrical and plumbing fitting installed at the premises of the complex excluding major repairs, which involves major civil works.

3) Minor repairs of furniture items including fitting of glass window, iron mesh etc. and shifting of furniture/equipment etc. within ICCR,RTC, KOLKATA Complex.

4) Any other related services as being required from time to time.

5) Electrical Meter Reading to generate electricity bills for the venues which are rented by other.

6) Checking of water level of all overhead tanks in ICCR,RTC, KOLKATA twice a day and submit report to Facility Manager. Repair/maintenance/fixing of plumbing fixture/fittings and maintenance of associated drainage system.

7) It will be the responsibility of the Contractor to ensure proper cleaning of storm-water drainage system in ICCR,RTC, KOLKATA on a regular basis. A thorough cleaning will be required before every monsoon.

8) The Service Provider should deploy one Electrician and one plumber 24x7 throughout the year along with relievers. One carpenter should be deployed on general shift.

9) All fixtures/fittings, consumables items (except any tools or instruments) required towards E&M services shall be supplied by the Client.

(f) Relating to Instruments and Equipments:

The agency must mandatorily use all necessary instruments and equipment required for the satisfactory discharge of all the above mentioned services. An illustrative list of the Housekeeping/Horticulture/M & E Services has been provided in the financial bid.

AVERAGE MONTHLY COST OF ABOVE CATEGORY SHOULD BE FILLED IN AS “a, b,c” OF PART-C OF FINANCIAL BID OF TENDER DOCUMENT

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(g) Work Schedule:

The agency must also submit an elaborate work schedule with manpower deployment scheme for the different services mentioned above.

(h) Control of Work

ICCR,RTC, KOLKATA shall decide all questions which may arise as to the quality of work performed and as to the manner or performance and rate of progress of the work, all questions which may arise as to the interpretation of these specifications, and all questions as to the acceptable fulfillment of the agreement on the part of Service Provider (SP). SP shall permanently assign to this project an English speaking Facility Manager (to be supervised by SP) satisfactory to ICCR,RTC, KOLKATA. The Facility Manager shall be permanently assigned to this project, working on a full-time basis for the duration of this agreement. The Facility Manager shall represent SP, and all directions given to him shall be as if given to SP. Upon written request, ICCR,RTC, KOLKATA shall be furnished with all reasonable evidence ascertaining that the workmanship are in accordance with the requirements of these specifications. The inspection of the work shall not relieve SP of any of its obligations to fulfill the agreement as prescribed and defective work shall be made well at no expense to ICCR,RTC, KOLKATA, notwithstanding that such defective work has been previously overlooked and accepted or estimated for payment. SP shall commence maintenance work immediately upon receiving instructions to proceed and shall diligently and continuously perform said work to the satisfaction of ICCR,RTC,Kolkata.

(i) Grievance Re-dressal: Maintenance of Complaint Register and liaison with other Service Providers A single point Complaint Register will be maintained for all type of services in ICCR,RTC, KOLKATA not limited to carpentry, electrical, plumbing, drainage problem, R.O. System, Telephone/Intercom system, UPS system etc.

Facility Manager/Supervisor shall act on all complaints and liaise with other Service Providers, providing services in ICCR,RTC, KOLKATA, if necessary, for corrective measures. Facility Manger shall check the Complaint Register every afternoon and ensure that all the complaints have been attended to. The Facility Manager shall conduct a daily inventory and liaise with the Client to ensure a constant supply of electrical, plumbing and carpentry items required for maintenance work. Facility Manager will also generate electrical bill for venue given on rental based on meter reading checked by electricians.

Any grievance registered with the Service Provider by the official/occupant with regard to service provided by facility management service provider will have to be redressed within 24 hours of registering of the complaint. If the complaint could not be redressed reasons will have to be recorded in writing by the agency explaining such an inability.

#### **B. SCOPE OF WORK - GENERAL INSTRUCTIONS**

a) The initial sweeping and mopping of all the areas shall be completed by 9.00 a.m. on all working days. The corridors/staircases will be mopped at least twice a day i.e. by 9.00 AM and 2.30 PM. The toilets will be cleaned at every hour from 9.00 A.M. to 6.00 P.M. daily.

b) The contractor shall supply fresh sets of uniforms/badges, identity cards, shoes to all personnel who shall wear the same while on work and also keep their uniform neat and clean.

- c) In general, the basic services in ICCR, RTC, Kolkata and its toilets, common areas, Roads, Garden areas are to be provided on all working days and to be kept clean on holidays as well. Therefore, adequate persons are also to be deployed on holidays also.
- d) As far as possible, the contractor shall not frequently change the personnel deployed on cleanliness etc. The contractor has to arrange attendance register for his staff, which will also be checked and signed by an officer designated by ICCR,RTC, KOLKATA. Attested copy of this shall be submitted along with monthly bill.
- e) The contractor shall arrange heavy duty scrubbing drier machines with moppers for scrubbing floors on Saturdays, Sundays and holidays and if necessary on working days after office hours, without disturbing official work.
- f) The contractor shall provide sufficient number of pick bins of good quality on each floor and each toilet provided by the client. Pick bins will be maintained properly and cleaned by the contractor at regular intervals.
- g) The contractor shall be responsible for the conduct/integrity of persons deputed for cleaning works in the building and will also be responsible for any act of omissions or commissions on their part. He will vouch for their character and integrity.
- h) All the essential machineries and consumable required for cleaning the building are to be arranged by the Client.

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### **C. OTHER GENERAL TERMS & CONDITIONS**

- 1) The contractor shall not appoint any sub-contractor for the work.
- 2) The contractor shall perform the facility management services in the manner and as per the instructions of the client. The contractor shall ensure that all personnel deployed by the firm are fully conversant with the premises and with the client's business activities and its related requirements.
- 3) The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Competent Authority of Client.
- 4) Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client's premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address -(residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 5) Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 6) Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Kolkata Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 7) Contractor's staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all under this contract.
- 9) Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/ person.
- 10) Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 11) All the payments to its employees shall be made by the Contractor by bank transfer to respective bank accounts of all the personnel deployed at the site who shall sign the payment register in token of having received the salary in their accounts.

### **D. SUPERVISION**

- i. The Contractor shall depute a full time Facility Manager and two Supervisors assigned specific locations, who shall ensure that all the duties as assigned to the firm by the Client must be performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- ii. The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.

### **E. PENALTIES**

- a) The Contractor shall disburse salary to its deployed manpower, if any, latest by 1<sup>st</sup> week of every month.
- b) Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, it will be brought to the notice of the Contractor by the Client and if no action is taken immediately.
- c) The Contractor has to maintain adequate number of manpower and equipments as per the contract and also arrange a pool of standby manpower/supervisor. If the required number of workers /supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

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d) The initial sweeping and mopping of all the areas shall be completed by 9.00 a.m. on all working days. The corridors/staircases will be mopped at least twice a day i.e. by 9.00 AM and 2.30 PM. The toilets will be cleaned at every hour from 9.00 A.M. to 6.00 P.M. daily.

e) The contractor shall supply fresh sets of uniforms/badges, identity cards, shoes to all personnel who shall wear the same while on work and also keep their uniform neat and clean.

f) In case the Contractor fails to fulfill the minimum statutory requirements(ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

#### **7. CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity,
- Read and understand their post and site Instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Client.
- Shall not drink liquor on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty.
- Will not read newspaper or magazine on duty.
- Will immediately report if any untoward incident/misconduct or misbehavior occurs, to Contractor and the Client.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke or use gutka/pan etc in the office premises.

#### **8. First Aid Facilities**

Contractor shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this agreement, all in accordance with applicable laws.

Contd.....20/-

-:: 20 ::-



**SECTION-7**  
**(TECHNICAL BID)**

**ANNEXURE-I**

**TECHNICAL BID**

TENDER NOTICE NO. ICCR-RTC/Tender/FM/2016-17

dated 28.11.2016

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)		
Sl.No.	Document	File Type
1.	Contact Details Form (Form-I)	.pdf
2.	EMD of Rs. ....../-+ Tender Fee of Rs. ....../- (both scanned copies)	.pdf
3.	Scanned copy of Affidavit	.pdf
4.	Certified copies of Registration and Incorporation particulars of Company	.pdf
5.	Certified copies (i) PAN, (ii) VAT/Sales Tax, (iii) TIN/TAN, (iv) Labour Registration, (v) EPFO Registration, (vi) ESIC Registration, (vii) Service Tax Registration,.	.pdf
6.	Certified copies of Clearance Certificate (Last three years returns ending 31.03.2015) from (i) Sales/Service Tax Department, (ii) Income Tax Department	.pdf
7.	Proof of minimum experience of completion of at least 3 works of similar nature in the Central/State Govt Departments/ Ministries/ Organisations of the Govt of India / State Govt/ PSUs or big reputed Private Organizations during the last 5 years ending 31-03-2016	.pdf
8.	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2012-13, 2013-14 and 2014-15 [2015-16 if audited]	.pdf
9.	Financial Capacity Form (Form-II) duly certified by company auditor	.pdf
10.	Power of Attorney/Authorization for signing the bid documents.	.pdf
11.	Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable for confirming the availability of the adequate manpower of requisite qualification and experience for deployment in ICCR, RTC, Kolkata	.pdf
12.	Check List Form (Form-III)	.pdf

Signature of the authorised  
signatory of the Bidder with  
seal of the company

Name: \_\_\_\_\_  
Mob No. \_\_\_\_\_  
Date: \_\_\_\_\_

Contd.....21/-

--: 21 :-

No.ICCR-RTC/Tender/FM/2016-17

Dated :28.11.2016

**SECTION-8**  
**(FINAICAL BID)**  
**FINANCIAL BID**

The table below given is only for reference purpose. Financial Bid to be submitted online SEPARATELY in prescribed BOQ.pdf format.

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the scanned copy of duly filled in BOQ should be uploaded in \*.pdf format after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

Name of the firm:

Sl.No.	Particulars	Unit Rate for deployment @ per month in	
	A-Personnel (Wages)	Team Leader/ Supervisor- [Matriculate not Graduate]	House Keeping staff House keeping boy/maid, Electrician, AC & Lift operator, Gardener, Plumber, Carpenter
1.	Basic wages		
2.	Statutory components		
a.	EPF		
b.	ESI		
c.	Bonus		
d.	Leave compensation		
e.	Gratuity		
f.	Cost towards uniform		
g.	Any other (specify)		
	Total :		
	<b>Number of minimum personnel to be deployed</b>		
	<b>Total Cost A*</b>		
	B-Agency Charges**		
	C-Service Tax (as applicable)		
	Total monthly billing amount (A+B+C)***		

\*Wages should not be less than the minimum wages prescribed under the notification issued by Govt. of West Bengal. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. Revision of minimum wages as per Govt. of West Bengal's rates shall be incorporated in the rates as and when applicable.

\*\*To be quoted in amount only, not in percentage. Bids having NIL/negligible Agency Charges will be rejected.

\*\*\*Payment will be made after deducting the applicable TDS.

Signature of the authorized signatory of the Bidder with  
seal of the company

Name: \_\_\_\_\_  
Mob No. \_\_\_\_\_ Date: \_\_\_\_\_

Contd...22/-

-:: 22 ::-

**SCHEDULE OF AREAS**

ICCR, RTC, Kolkata :

1. Basement Area ----- 1391.95 Sq. Mtrs.
  2. Ground Floor -----1391.95 Sq. Mtrs.
  3. First Floor -----1391.95 Sq. Mtrs.
  4. Second Floor -----1391.95 Sq. Mtrs.
  5. Third floor -----1391.95 Sq. Mtrs.
  6. Fourth floor-----1391.95 Sq. Mtrs.
- Total area of the ICCR Cultural Complex ---3490.83 Sq. Mtrs.

Contd....23/-

-:: 23 ::-

No. ICCR-RTC/Tender/SS/2016-17  
Indian Council for Cultural Relations  
Rabindranath Tagore Centre  
9A-Ho Chi Minh Sarani  
Kolkata – 700 071

**SECTION-9**  
**(FORMS AND CHECK LIST)**

**FORM-I**

**CONTACT DETAILS FORM**

**GENERAL DETAILS OF BIDDER**

1.	NAME OF THE COMPANY	
2.	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3.	COMMUNICATION ADDRESS	
4.	TELEPHONE AND MOBILE NO.	
5.	FAX NO.	
6.	E-MAIL ID	

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1.	NAME OF THE CONTACT PERSON	
2.	DESIGNATION	
3.	COMMUNICATION ADDRESS	
4.	TELEPHONE NO.	
5.	MOBILE NO.	
6.	E-MAIL ID	

**FINANCIAL CAPACITY FORM**

Name of the Company:

Address of the Company:

Description	Financial Years (in INR)		
	2012-13	2013-14	2014-15
Annual Turnover			
Net Worth			
Current Assests			
Current Liabilities			
Total Revenue			
Profit Before Taxes			
Profit After Taxes			

Signature of the authorised  
signatory of the Bidder with  
seal of the company

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: To be certified by Company Auditor**

Contd...24/-

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**CHECK LIST**

Sl. No.	Particulars	YES/NO
1.	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form, (iv) Financial Capacity Form ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
	<b>TECHNICAL BID</b>	
3.	Have you enclosed scanned copy of the draft for EMD of Rs...../- & Tender Fee of Rs...../- and uploaded with the Technical Bid?	
4.	Have you submitted the original draft of EMD of Rs...../- & Tender Fee of Rs. ....-/-to ICCR, RTC, Kolkata on or before submission of online bid?	
5.	Have you uploaded the proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you uploaded the attested Certificate issued by the Registrar of Companies?	
5.2	Financial Capacity: Have you uploaded Audited Balance Sheets as required?	
5.3	Registration with Government Bodies like ESIC, EPFO, Labour Registration, Service Tax Registration, PAN/VAT/Sales Tax/TIN/ TAN: Have you uploaded a copy of each of the Registration certificate?	
5.4	Experience: Have you uploaded the attested experience certificates issued by the Central/State Governments/Ministries / Organizations of Govt of India/State Govt/PSUs or any reputed Private organizations during the last five years?	
5.5	Facility Management Services: Have you uploaded proof of Facility Management services provided?	
6.	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
	<b>FINANCIAL BID</b>	
8.	Have your financial Bid proposal duly filled and upload as per instructions?	
9.	Have you quoted prices against each of the category, i.e. Manpower & equipment?	
10.	Have you provided cost break ups for all components in the Financial bid?	
11.	Have you attended pre-bid site visit/briefing?	

**Note :- The above must be filled, signed and submitted along with the bid.**

Signature of the authorized signatory of the  
Bidder with seal of the company

Name: \_\_\_\_\_  
Mob No. \_\_\_\_\_  
Date: \_\_\_\_\_

Contd....25/-

-: 25 :-

No. ICCR-RTC/Tender/SS/2016-17  
Indian Council for Cultural Relations  
Rabindranath Tagore Centre  
9A-Ho Chi Minh Sarani  
Kolkata – 700 071

**SECTION-10**  
**(INSTRUCTIONS TO BIDDER FOR ONLINE BID SUBMISSION)**

**ANNEXURE-III**

Instruction to bidders for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Contd....26/-

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4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

Bidders can use "My Space" or „Other Important Documents"" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

Contd...27/-

-:: 27 ::-

**SECTION-11**

**(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)**

**SERVICE AGREEMENT FOR PROVIDING FACILITY MANAGEMENT SERVICES AT INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE,(ICCR,RTC), 9A-HO CHI MINH SARANI, KOLKATA- 700 071.**

This Agreement is made at KOLKATA on this \_\_\_\_ day of,2016.

BETWEEN

INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9A-HO CHI MINH SARANI, KOLKATA- 700 071(hereinafter referred to as "ICCR,RTC, Kolkata" through its authorized representative-----

AND

M/s -----, a company Incorporated under Companies Act,1956 having its 'registered office at ----- (India) through Mr.----- who is duly authorized to sign and execute this Agreement through resolution of the Board of Directors of the company, (hereinafter referred to as 'Service Provider', which expression shall include its successors, assigns and legal Representatives) hereinafter collectively referred to as 'the parties'.

**THIS INDENTURE WITNESSETH AND IT IS HERBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

2. It is agreed upon between the parties to the Agreement that it is a commercial contract between Service Provider of professional nature and the ICCR, Kolkata. In performance of its agreed duties as per terms and conditions of the contract the Service Provider shall at all times act as an Independent Agency. The contract does not in any way create a relationship of principal and an agent between the ICCR, Kolkata and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of the ICCR, Kolkata.

3. Under no circumstance, the employees of the Service Provider can claim to be the employees of the ICCR, Kolkata nor shall such relationship be considered to exist. The employees of the Service Provider would have no claim against the ICCR, Kolkata for their monetary, non-monetary claim or any other claim including but not limited to the permanency in employment of the ICCR, Kolkata. The personnel appointed at the site will work under supervision, direction & control of the Service Provider for carrying out activities agreed upon in terms of the Agreement. However, Service Provider will be accountable to ICCR, Kolkata for any Complaint(s) on providing the requisite satisfactory services as per Agreement, at the site.

4. Service Provider is required to provide Facility Management Services to the **INDIAN COUNCIL FOR CULTURAL RELATIONS, RABINDRANATH TAGORE CENTRE, 9A-HO CHI MINH SARANI, KOLKATA-700 071**

5. **SCOPE OF WORK:** The Agreement shall apply to all services as defined in Schedule of Work Requirements annexed to this Agreement as **Annexure.I**

**(a) MANPOWER**

i. The employees of the Service Provider working in the ICCR, Kolkata complex will have bank accounts to be credited with their emoluments every month. Service Provider will provide proof of payment to the employees working in the complex and will meet all statutory requirements like PF(Provident Fund), ESIC (Employees State Insurance Corporation) with proof of actual payments being provided to ICCR.

ii. Necessary training to staff will be provided by Service Provider on site as per schedule prepared well in advance and also as and when required in between.

**(b) EQUIPMENTS**

i. The Service Provider will provide all machineries, equipments,and tools and tackles as per Annexure-II.

Contd...28/-

-:: 28 ::-

**(c ) SUPERVISION**

i.The contractor shall depute one Facility Manager to supervise the work to provide facility management services at the ICCR,RTC, Kolkata office premises, who shall ensure that all the duties as assigned to the firm by the Client must be performed by them in the desired manner of Client.

**(d) STATUTORY COMPLAIANCE**

i. The Service Provider shall ensure that all the statutory requirements for operating in the office building are in force and adhered to. These may include (but shall not be limited to):-

. Contract Labour

. Any other aspect of occupying buildings and managing outsourced/ vendor/ employees.

#### **(g) EMPLOYEES**

i The Service Provider must employ trained experienced/qualified/competent and police verified personnel on site for the execution of the agreed tasks. The Service Provider shall comply with the provisions of all applicable labour legislations but not limiting to the following acts:-

- . Minimum Wages Act as per West Bengal Govt. Notification
- . Employer Liability Act including ESIC, EPF Acts
- . Workmen Compensation Act
- . Industrial Disputes Act
- . Child Labour (Regulation and Abolition)
- . Contract Labour Act (Regulation and Abolition)
- . Apprentices Act.

#### **(h) EXECUTION METHOD**

i. The Service Provider shall get the following documents approved by the ICCR, Kolkata for effective performance of tasks:-

- . Standard Operation Procedures for all Service Categories
- . Daily/ Weekly/Monthly/Quarterly Maintenance Schedules

#### **6. DURATION OF CONTRACT**

The contract shall be valid for one year with effect from \_\_\_\_\_ subject to terms of cancellation/ termination. Thereafter the contract may be extended further if the performance of the contractor proves to be satisfactory. However, the ICCR, Kolkata will have the right to review or cancel the contract at any stage of execution with at least 30 days of advance notice.

#### **7. PRICES**

The amount of annual contract including service tax is Rs.-----/(Rupees ----- only)-Annexure III. The price submitted shall be firm for the entire contract period of one year. In case of increase in statutory compliance the rates shall be revised and will be absorbed by the ICCR, Kolkata.

#### **8. INCOME TAX DEDUCTION**

Income and Service Tax may be deducted at source as per rules.

#### **9. PAYMENT OF STAMP DUTY**

The Service Provider shall pay the expenses of stamp duty for execution of this Agreement.

#### **10. TERMS OF PAYMENT**

Service Provider shall be paid on monthly basis for the services rendered in the preceding month. Billing cycle will be 1st of the month to the last day of the month. The Service Provider shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices. The Service Provider will submit copies of Service Tax and EPF/ESIC Challans along with list of staff with their individual EPF/ESIC numbers at the time of submitting monthly invoices.

Contd...29/-

-:: 29 ::-

#### **11. PERFORMANCE/ SERVICE GUARANTEE**

- i. An amount of Rs.----- i.e. 10% of the amount of annual contract shall be submitted as bank guarantee from a commercial bank before the commencement order is given at the time of signing this Agreement with the ICCR by the Service Provider and it shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The bank guarantee would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the bank guarantee will have to be accordingly renewed by the Service Provider.
- ii. This service Guarantee deposit money shall be refunded within 60 days after the expiry of invocation period provided there is no breach of Agreement during the period of the contract.
- iii. No interest shall be paid on the Service Guarantee.

#### **12. FORFEITURE OF PERFORMANCE/ SERVICE GUARANTEE**

The guarantee amount in full or partly may be forfeited and encashed in its favour by ICCR, Kolkata in the following cases:-

- (a) When the terms & conditions of the contract are breached.
- (b) When the Service Provider fails to comply with minimum service level agreed upon.
- (c) Failure of the Service Provider to comply with statutory requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Service Guarantee.
- (d) Notice of reasonable time will be given in case of forfeiture of security deposit.



### **13. RELEASE OF PERFORMANCE/ SERVICE GUARANTEE**

The Performance/ Service guarantee will be returned after successful completion of contract period provided there is no claim for liquidated damages from the ICCR, Kolkata.

### **14. GENERAL CONDITIONS**

- i. The Service Provider shall ensure that all compliances governing the employment of labour under this contract are met in line with the requirement. All employees working under the contract shall also be covered under worker's Compensation policy.
- ii. The Service Provider shall recruit, hire, train, supervise and direct employees deployed under the Agreement. The Service Provider is also responsible for transfer and discharge of them. All personnel employed by the Service Provider shall at all times and for all purposes be solely in the employment of the Service Provider.
- iii. The Service Provider shall assign personnel of appropriate training and experience to perform and fulfill its obligations under this Agreement. The Service Provider shall take commercially reasonable steps to ensure that staff members performing services under this Agreement are trained and suitable to perform such Services. The Service Provider is obliged to replace, without unreasonable delay and at no cost to ICCR, Kolkata any personnel whom the ICCR, Kolkata considers lacking the necessary competence or with whom ICCR, Kolkata finds it difficult to collaborate.
- iv. The Service Provider will submit copies of Service Tax and EPF/ESI challans along with list of staff with their individual PF/ESI numbers along with monthly invoices.
- v. The Service Provider shall ensure that all employees assigned by the Service Provider to perform development of the Services are employees of the Service Provider and that under no circumstance shall the relationship of employer and employee be deemed to arise between ICCR, Kolkata and Service Provider's Personnel.
- vi. The Service Provider must know and follow their duties related to safety for all personnel. These guidelines are applicable to contractors.
- vii. All Service Provider workmen should be provided with a uniform and shall work within the ICCR, Kolkata premises in their prescribed uniform.
- vii. The Service Provider should ensure that proper trained personnel to carry out the jobs and that proper supervision is done for all jobs.

Contd...30/-

-:: 30 ::-

- viii. All workmen of the Service Provider must have valid identifications cards issued by the Service Provider to be displayed at all times during duty hours.
- ix. The Service Provider hereto undertakes to indemnify and hold harmless the ICCR, Kolkata against all claims, losses, damages, liabilities or expenses (including legal fees) that may be incurred arising out of the agreement or filed by the workers/ employees of the Service Provider against loss or damage caused and legal complications liabilities which may arise on account of failure of Service Provider to perform its obligations to observe the rules & regulations & other provisions of law applicable to the conduct of the business by the Service Provider. The Service Provider will be solely and exclusively responsible for payment of salaries/wages and other monetary, non-monetary benefits attached to the contract of employment the workers have with the Service Provider.
- x. All correspondence, notice shall only be in writing, duly signed by the authorized representative of the Parties and shall be served vide Registered mail/ speed Post/ by hand/ courier only at the address mentioned in this Agreement or the last address known to the Parties.
- xv. It is also agreed between the parties that this Agreement including the Annexures specified herein is the complete & final understanding between the parties and supersedes any previous written and/ or verbal/ oral agreement/ understanding.

### **15. RESOLUTION OF DISPUTES**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. ICADR will provide administrative service in accordance with the ICADR Arbitration Rules 1996. The place of arbitration proceedings shall be New Delhi. The language of the arbitration proceedings shall be English.

### **16. AMENDMENTS TO THE CONTRACT**

This Agreement may be amended or modified with the consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the contract shall be made except by written amendment signed by both parties i.e. the Service Provider and ICCR, Kolkata.

### **17. FORCE MAJEURE**

- i. Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the ICCR, Kolkata either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the ICCR, Kolkata in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

## **18. TERMINATION OF CONTRACT**

The ICCR, Kolkata may terminate this Agreement, by giving a written notice of at least 30 days to the Service Provider being unable to perform a particular portion of the services

for a period of more than 30 days. The ICCR, Kolkata may, by written notice sent to the Service Provider, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the ICCR, Kolkata's convenience, the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Contd....31/-

-:31:-

## **19. SPECIAL CONDITIONS**

- i. The Service Provider or his vendor shall not pay wages lower than minimum wages of labour as fixed by the Govt. of West Bengal for application in Kolkata area. The fair wage referred to will be deemed to be the same as the minimum wages payable as referred to above.
- ii. The Service Provider shall employ as his representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. He shall ensure that no person of doubtful antecedents and nationality is, in anyway, associated with work.
- iii. All rates and lump-sum amount if any shall be firm throughout the duration of the contract and no deviations shall be entertained by ICCR, Kolkata in this context.
- iv. Additional staff required other than specified in the financial bid shall be obtained on pro-rata basis and in accordance with applicable labour regulations.
- v. The Service Provider shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings.
- vi. Should any new areas of work not envisaged as being part of this Agreement or Tender document get added, the prices for the new areas of works shall be mutually agreed between the ICCR, Kolkata and the Service Provider based on the actual rate analysis or as per the prevailing rates as agreed in the ICCR, Kolkata.
- vii. The authority will make all payments to the Service Provider for the services rendered satisfactorily on monthly basis in accordance to relevant clauses or conditions of Agreement.
- viii. Additional staff required other than specified shall be obtained on pro-rata basis.
- ix. The Service Provider would be responsible for all mandatory compliances for social, safety and environmental issues related to the performance of the Service Provider in the ICCR, Kolkata premises.
- x. ICCR, Kolkata reserves the right to remove any person found unfit.

## **20. OTHER GENERAL TERMS & CONDITIONS**

- i. The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Competent Authority of Client.
- ii. Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost the Contractor. Contractor shall deploy/engage reliable persons at Client's premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address-(residential as well permanent) of all staff to the ICCR, Kolkata and shall also intimate changes in addresses of the staff as and when they take place.
- iii. Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.

iv. Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

v. Contractor's staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike / unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.

Contd...32/-

-:: 32 ::-

vi. Be it private or public area, the contractor's employees shall be liable to be frisked /checked by the security personnel at Client premises or on duty at any time during performance of their duties.

vii. Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property / person.

viii. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

ix. All the payments to its employees shall be made by the Contractor by bank transfer to respective bank accounts of all the personnel deployed at the site who shall sign the payment register in token of having received the salary in their accounts.

**21. SERVICE TAX, OCTROI, SALES TAX AND OTHER DUTIES:-**

i. The service provider's rates shall be deemed to include all Duties, such as Service Tax, Octroi, Sales Tax, Excise, VAT (Value-Added Tax), labour cess etc. as applicable. Liability of ECHS(Ex-servicemen Contributory Health Scheme), Provident Fund and other

statutory compliances applicable towards staff and employees from principal employers end shall be deemed to be included in offer.

## 22. CODE OF CONDUCT

a)The Contractor shall strictly observe that its personnel:

b) Are always smartly turned out and vigilant.

c) Are punctual and arrive at least 15 minutes before start of their duty time.

d) Take charges of their duties properly and thoroughly.

e) Perform their duties with honesty and sincerity.

f) Read and understand their post and site Instructions and follow the same.

g)Extend respect to all Officers and staff of the office of the Client.

h) Shall not drink liquor on duty, or come drunk and report for duty.

i) Will not gossip or chit chat while on duty.

j) Will never sleep while on duty.

k) Will not read newspaper or magazine on duty.

1) Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor and the ICCR, Kolkata.

m) When in doubt, approach concerned person immediately.

n) Get themselves checked by security personnel whenever they go out.

o) Do not entertain visitors.

p) Shall not smoke or use gutka / pan etc. in the office premises.

24. The parties hereto shall be bound by the terms and conditions of the Agreement and all the relevant terms hereof shall be deemed to be incorporated in the Agreement and to constitute an integral part thereof. The Financial and Technical bids submitted by the Service Provider will also form and integral part of the Agreement along with a copy of the letter of award of contract.

IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year as mentioned above in presence of witnesses and in presence of each other.

FOR  
INDIAN COUNCIL FOR CULTURAL RELATIONS  
RABINDRANATH TAGORE CENTRE, KOLKATA  
(.....)  
(.....)

FOR  
FACILITY MANAGEMENT SERVICE PROVIDER  
(.....)  
(.....)

Witness .....

Witness.....

