



**Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion**

Office of the Controller General of Patents, Designs and Trademarks

TENDER NO: POD/2015/FMS

TENDER DOCUMENT

**Tender for Facility Management Services at Intellectual Property Office
at Dwarka New Delhi**

SCHEDULE OF TENDER

Date of Sale of Tender Document : 02/11/2015 up to 23/11/2015

Last date of receipt of Tenders : 24/11/2015 till 05.00 p.m.

**Date & time for opening of
Pre-qualification bid : 26/11/2015 at 11.30. a.m**

**Date & time for opening of
Technical Bid & presentation
by the bidders : 27/11/2015 at 11.30. p.m onwards**

**Date & time for opening of
Financial Bid : 30/11/2015 at 03.00. p.m onwards**

1. GENERAL

Sealed tenders are invited by the Controller General of Patents, Designs and Trademarks (**hereinafter referred to as CGPDTM**) on behalf of the President of India from reputed and experienced Companies/Firms/Agencies under **Three Bid System i.e. Pre-qualification Bid, Technical Bid and Financial Bid** for providing **Facility Management Services (FMS)** in Intellectual Property Office at Delhi located at the addresses mentioned in paragraph 2 (e) below, initially for two years from the date of commencement of FMS contract, unless extended further by mutual consent of the Competent Authority and the service provider on the terms and conditions mentioned in the tender document and the contract agreement.

2. PARTICULARS OF THE TENDER

(a) NAME AND ADDRESS OF THE AUTHORITY

The Controller General of Patents, Designs and Trademarks, Boudhik Sampada Bhawan, S. M. Road, Antop Hill, Mumbai- 400 037.

(b) ADDRESS FOR THE DISTRIBUTION OF TENDER DOCUMENT

The tender document can be purchased from the cash section of the Patent Office, Delhi situated at the address given in para 2 (e) below or alternatively the same can be downloaded from the following websites:

<http://www.ipindia.nic.in>

<http://www.tenders.gov.in>

(c) CONTACT PERSONS

For Technical Clarifications;

(1) Smt. Suresh Singhal, Administrative Officer Tel: 011 25300254

(2) Smt. Pritpal Kaur, Asstt. Administrative Officer Tel: 011-25300275

(d) COST OF TENDER :

(i) TENDER FEES:

The tender document can be purchased from the cash counter of Patent Office, Delhi situated at the addresses given in para 2 (e) below by paying the tender document fee of **Rs. 500 (RUPEES FIVE HUNDRED ONLY)**, either through Demand draft or Pay order in favor of “**The Controller of Patents**”, payable at Delhi, or by cash. The receipt for payment of tender fees shall be attached along with the Pre-qualification Bid. In case the tender document is downloaded from the website, the tender fee shall be submitted along with Pre-qualification Bid in the form of Demand draft or Pay order in favor of “**The Controller of Patents**”, payable at Delhi. The tender document fee is **NONREFUNDABLE. Any tender submitted without the requisite fee will be rejected summarily.**

(ii) EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit (EMD) of Rs. 1,20,000/- (Rupees One lakh twenty thousand Only), (refundable without interest) shall accompany the Pre-qualification Bid of the Bidder in the form of Demand Draft/Pay Order drawn in favor of “**Controller of Patents**” payable at Delhi, **failing which the tender shall be rejected summarily.** The EMD of unsuccessful tenderers shall be released” after the work order is placed to the successful bidder.

(iii) PERFORMANCE SECURITY DEPOSIT

The successful bidder will have to deposit a Performance Security Deposit of 5% of total bid amount meant for ONE (1) year in the form of Bank Guarantee/ Fixed Deposit receipt from a commercial bank with **The Administrative Officer, Patent Office**, Boudhik Sampada Bhawan, Plot No. 32, Sector-14, Dwarka, New Delhi having validity of at least one year and additional sixty days from the date of contract agreement. In case the contract is further extended beyond the initial period of ONE year, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

(e) ADDRESS OF THE OFFICE:

Patent Office, Boudhik Sampada
Bhavan, Plot No 32, Sector 14,
Dwarka New Delhi- 110 078.
Phone: 011-25300200,25300210,
Fax No. 011-28034301/02 E-mail :
delhi-patent@nic.in

(f) VALIDITY OF TENDER:

Tender should be valid at least for a period of 90 days from the date of Opening of the Financial bid.

- (g) **However, the Office of the Controller General of Patents, Designs and Trade Marks reserves the right to cancel, amend or withdraw the tender at any stage, without assigning any reasons whatsoever.**

3. ELIGIBILITY

(a). Financial Competence:

The agency should have a financial turnover of **Rs. 1 (one) crore** at least **during** any two years of the last three years period.

Further, the agency should have completed at least **one contract worth Rs 50 Lakh** or **two contracts each worth Rs 30 Lakh in a year** in the area of FMS, during any two years of the last 3 years. Necessary supporting documents should be submitted by the Bidder in this regard.

In addition to the above, the following requirements should be fulfilled in the Prequalification Bid.

- (i) Registration Certificate of the Company/Firm/Agency under the relevant Act.
- (ii) E.P.F. registration certificate.
- (iii) E.S.I. registration certificate.
- (iv) PAN Number.
- (v) Service Tax Registration Certificate and VAT/TIN No.
- (vi) Income Tax Return for the last three years
- (vii) Registration with the State Government authority and valid License from the competent authority to operate private security agency work in the state for the bidder agency or other security agency to which the bidder has a tie up.
- (viii) Details of licenses in the name of the company to provide armed security guards.

(b). Technical Competence:

• **Experience in the work of similar nature and magnitude:**

- i. The agency should have successfully managed and provided integrated Facility Management Services (FMS) at least for three years in the immediate past in the Govt./PSU and/or Private Sector. During the period of last three years, the agency should have provided such Facility Management Services in at least one site of at least 5000 sq. mt. area.

- ii. The agency must have experience of managing Horticulture work at a Government Office/PSU / reputed private company during the last 3 years.

- **Business Background:**

- i The bidder shall provide the information as to how many years has the firm been in business and how many years under its present business name.
- ii The bidder shall include a brief description about the firm's growth (including revenue, profitability and personnel) during the past five years and the growth expectations (for the same categories) for the next five years.
- iii The bidder should attach a current organizational chart and include the total number of employees in your firm in India, location-wise.

- **Claims and Suits:** In case answer to any of the below mentioned question is "yes" the bidder shall provide satisfactory replies and details in respect of the following:

1. Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
2. Has your firm ever failed to complete work awarded to it?
3. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
4. Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?
5. Please provide a listing of your offices in India (with contact info, phone & fax numbers, e-mail etc.) and a listing of the areas in which your firm has performed Facilities Management Services.

(c). Evaluation methodology:

(i) Prequalification Bid:

Bidders fulfilling all criteria specified in the prequalification bid (**Annexure I**) shall be shortlisted for technical evaluation.

(ii) Technical evaluation:

The technical evaluation will be done only for the proposals submitted by the Companies fulfilling all prequalification criteria as mentioned in Annexure I. The capability and eligibility of the Bidder shall be determined based on the information provided by the Bidder i.e. experience in the field, presence of the Bidder at multiple locations, manpower strength, etc The Bidder shall be required to give a presentation on the date of opening of prequalification bids for assisting in technical evaluation.

The criteria adopted for technical evaluation shall be as follows:

S.No	Criteria	Evaluation unit	Percentage Marks	Documents to be furnished
1	Experience of the Bidder in the field of FMS.	Years of experience	10 marks for each completed year but Maximum 40 Marks	List of work orders and Completion certificate/
2	No of sites where FMS services have been/are being provided for equal to or	No. of sites	10 marks for each location but MaximumMarks.40	Address of the sites each location along with the details of contract for each location
3.	Human Resource	Total No. of Personnel Employed at different sites (Supported by Work Order)	Maximum 10 marks (to be graded by the Technical Committee)	Document in support of No. of employees on Bidder's payroll and corresponding
4.	Methodology & work plan	Bidder's usefulness to the Intellectual Property office and capability to perform the contract based on bidder's assets, client expanse and competitive advantage	Maximum 10 marks (to be evaluated by the Technical Committee)	Presentation by Bidder's authorized Representative, the bidder may also cite certifications of quality such as ISO certificate for providing such services.
	Total		100 Marks	

Note (1) : The minimum qualifying marks in technical evaluation shall be at least 50. Proposals not securing a minimum of 50 marks in technical evaluation shall not be considered for financial evaluation. In case on technical evaluation, minimum numbers of

at least three bidders are not shortlisted for financial Evaluation, minimum marks as mentioned above can be reduced by the Technical committee.

Note (2) : The marks obtained in the technical evaluation will only serve for screening the agencies for financial evaluation and will not be considered in the final evaluation for selection of the agency.

(iii) Financial Evaluation

- a) Selection of successful bidder shall be based only on the comparison of financial proposal submitted by those qualified bidders in technical evaluation.
- b) Financial evaluation shall be based purely on **the total price quoted for Component (F)**, which includes all components, as specified in **Annexure (IV)** and the bidder quoting, in overall, the lowest price shall be awarded the work.
- c) **Management Charges as specified in Component C of Annexure (IV) shall be stated clearly as a fixed percentage of total of components (A)+ (B) and shall include Management Fee of the bidder (Contractor) and all financial liabilities towards workers deployed by him at IPO.**
- d) IPO will not make any other payment other than specified in **Annexure IV** i.e.,
 - Component A i.e. wages (Central Minimum wages and payment towards ESIS and EPF),
 - Component B i.e. salary of Facility Manager.
 - Component C i.e. Management Charges (which includes Management Fee and other payments/ statutory liabilities/extra wages, if any, which the Bidder would pay to the workers and iv) Component E i.e. Service Tax . The bidder shall neither quote for anything else than the above nor shall he claim any payment other than the above, after the contract is awarded. However, in case the taxes and central minimum wages are increased by the Government, the same shall be payable.
- e) Payments shall also be subject to deduction of taxes at source as per applicable laws.
- f) The total amount indicated in the Financial Bid shall be unconditional, unequivocal, final and binding on the bidder. If any assumption or condition is indicated in the Financial Proposal, it shall be considered as non-responsive and the proposal shall be rejected.

(iv). The Office of the Controller General of Patents, Designs and Trade Marks reserves the right to cancel the tender at any time.

4. PERIOD OF CONTRACT

The contract shall be valid initially for a period of two years from the date of award of work order. This contract may be further renewed with mutual consent for a further period of at least one year on the terms and conditions mentioned in the tender document and the contract agreement, provided that the Controller General of Patents, Designs and Trademarks is satisfied with the services of the Bidder. Either party can terminate the contract at any time by giving three months prior notice in writing.

5. INSTRUCTIONS FOR SUBMISSION OF BID :

All the Tenders shall be prepared and submitted in accordance with the instructions as follows.

Any proposal which is not submitted in accordance with these instructions will be summarily rejected without any communication in this regard.

A). Financial Bid:

- a.) The Financial bid shall be submitted giving all information specified in **Annexure IV**.
- b.) **The bidder will be responsible for payment of wages at the rate of minimum wages as prescribed/ revised from time to time; under Minimum Wages for various scheduled employments in Central Sphere w.e.f. 1-4-2013, published by Ministry of Labour and Employment, Government of India (Press Information Bureau) dated 05-08-2013. The initial notifications of the minimum wages and categories were issued by the Ministry of Labour and Employment, Government of India vide S.O. No. 1520 (E) dated 20-10-2005 (Agriculture), S.O. No. 1994 (E) dated 7-8-2008 (Sweeping & Cleaning), S.O. No. 2288 (E) dated 18-9-2012 (Watch and Ward) and S.O. No. 1285 (E) , dated 20-5-2009 (Construction).**

IPO will neither accept nor consider any other notification or circular whatsoever, other than the above mentioned, on the minimum wages and categories for the purpose of the present tender and contract.
- c.) **Financial evaluation shall be based purely on the total price quoted for all Components i.e. Component F, as specified in Annexure (IV) and the bidder quoting, in overall, the lowest price shall be awarded the work.**
- d.) **Financial Bid i.e. Annexure IV shall include, apart from Component A , i.e., Central Minimum wages and payment towards ESIS and EPF, Component B i.e., salary of Facility Manager, Component C i.e. Management Charges (which includes Management Fee and other payments/ statutory liabilities/extra wages, if any, which the Bidder would pay to the workers and iv) Component E i.e. Service Tax . The bidder shall neither quote for anything else than the above nor shall he claim any payment other than the above, after the contract is awarded.**

- e.) However, in case the taxes and central minimum wages are increased by the

Government, the same shall be payable. (vi) TDS will be deducted/recovered by IPO from the total admissible bill amount. (vii) IPO shall not in any way be liable or responsible to pay any extra charges which do not form the part of this tender.

- f.) The bidder alone will be responsible for payment of such other service benefits/statutory dues and fulfill other financial obligations, required on his part by virtue of any law / regulations of any public body of the State/Central Government, for the time being in force, to the personnel deployed by him at IPO.
- g.) The contractor shall pay to the deployed workers the benefits required to be extended by him under various labour statutory enactments.
- h.) **Salary of a Facility Manager will be increased annually by 10% lumpsum.**

B). Bid Submission at IPO:

- i. The bid shall be submitted in three separate sealed envelopes. **The first envelope** shall be superscribed “**Prequalification Bid**” and shall contain **Annexure I**, incorporating the information regarding eligibility criteria, mentioned in para 3 of this document. **The second envelope** super scribed “**Technical Bid**” shall contain **Annexure II** and the **third envelope** super scribed “**Financial Bid**” shall contain **Annexure IV**.
- ii. These three envelopes and the covering letter accompanying the tender document (including all the Annexures), duly signed on each page with seal by the authorized representative of the bidder, should be enclosed in a bigger **fourth envelope**, which shall be super scribed “**Bid for Facility Management Services for Intellectual Property Offices, Delhi**” and should reach the following address on or before the expiry of the prescribed time limit.

**Administrative Officer,
Patent Office,
Boudhik Sampada Bhavan,
Plot No. 32, Sector-14, Dwarka,
New Delhi - 110 078.
Phone: 011-25300254,25300275**
- iii. No tender will be considered which is not as per the printed/typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.
- iv. All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Minor correction, if any, made in the form will be allowed only if the same is endorsed by the bidder with his signature. However, no such corrections including overwriting or striking out will be permitted in the Financial Bid. In such cases, the tender shall be summarily rejected.
- v. If any bidder is found to have business or family relationship with any employee of IPO, his bid will be rejected **A declaration to this effect shall be provided by the bidder along with Prequalification Bid.**
- vi. No modification or substitution of the submitted bids shall be allowed. The CGPDTM reserves the right to retain bids once submitted.

- will not be returned to the bidder.
- vii. Tender submitted without cost shall not be considered and incomplete or conditional bids shall also be not considered and will be out rightly rejected in the very first instance.
 - viii. The Bids shall be opened on the scheduled date and time at the **Patent Office**, Boudhik Sampada Bhawan, Plot No. 32, Sector-14, Dwarka, New Delhi- 110 078 in the presence of the representatives of the bidders, if any, who are present on the spot at that time. No separate intimation shall be sent to bidders for the same.
 - ix. The bidders are required to enclose photocopies of the supporting documents, self-certified by the authorized representative of the bidder.
 - x. A bid submitted without the cost (tender fees and EMD) and incomplete or conditional bids shall not be considered and the same will be rejected.
 - xi. (xi). Tenders will not be accepted after the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by the office.
 - xii. Patent Office takes no responsibility for delay, loss or non-receipt of the bid sent by post/courier. Bid sent through Fax or Email shall not be accepted.
 - xiii. Interested parties may submit their tender after inspection of the Intellectual Property Office

Building. The inspection of the premises can be made between 11.00 A.M. and 5.00 P.M. on all working days from the date of issue of notification till the date of closure of tender. The bidders may, before submitting their bid proposals, examine the site of the work to familiarize themselves with the site conditions which exist regarding work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of intelligent bids. No claim whatsoever, in future, shall be entertained.

6. SCOPE OF WORK

The scopes of services under the Facilities Management Services, **the details of which are mentioned in Annexure III**, are as follows:

Technical Services

I. Operation & maintenance of

- HT & LT Electrical Systems
- Diesel Generating Sets
- UPS Systems
- Mechanical Ventilation systems
- Building maintenance
- Plumbing & Sanitation
- Water supply systems
- Internal Telephone Network
- Any other related work assigned by IPO

II. Co-ordination of Services

- Air - Conditioning systems

- Fire Fighting Systems
- Vertical Transportation systems (lifts)
- Any other related work

III. Custodial Services

- Cleaning and housekeeping services
- Pest and Termite control, Rodent Control (By Expertise/professionals)
- Gardening & horticulture including cleaning of office adjoining area.
- Roads, grounds & drains
- Facade cleaning (By Trained Personnel)
- Waste management
- Shampoo Cleaning (By Expertise)
- Any other related work assigned by IPO

IV. Security and auxiliary Services

- Physical guarding Services
- Vehicle management
- Parking management
- Visitor Management
- Crisis management including primary fire fighting and lift rescue operations.
- Any other related work assigned by IPO

7. TERMS AND CONDITIONS

(1). General

- I. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the successful tenderer Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of said order whichever is earlier and shall continue till two years unless it is curtailed or terminated by the Controller General or a person authorized by him owing to deficiency of services, sub-standard quality of skilled and unskilled manpower deployed, breach of contract, reduction or cessation of the requirements etc. This contract may be renewed for a further period of one year on the terms and conditions mentioned in the tender document and the contract agreement.
- II. For all intents and purpose, the FMS providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of the workers employed and deployed in this Department. The persons deployed by the FMS agency in the IPO shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the IPO.
- III. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of IPO during the currency or after expiry of the contract. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. IPO shall, in no way be responsible for settlement of such issues whatsoever.

- IV. IPO shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation during their deployment period.
- V. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/otherwise capacity in IPO.

(2). Materials

The material and consumables will consist of consumables for cleaning will be provided by Patent Office & requirement of materials will be submitted to IPO well in advance by the agency. All the basic engineering tools, cleaning equipment will be provided by the agency and no rent/cost will be paid by IPO. The agency should provide all such tools to required manpower to carry out their work successfully.

(3). Emergency work

It shall be the contractor's responsibility to attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works. In case such emergency work is not attended timely, IPO will get such work done by other agency and expenditure incurred on such work shall be deducted from agency charges of the contractor.

(4). Rates and Taxes :

Financial Bid i.e. Annexure IV shall include, apart from Component A, i.e., Central Minimum wages and payment towards ESIS and EPF, salary of Facility Manager (Component B), Management Charges (Management fee and other payments/ statutory liabilities/ extra wages, if any, which the Bidder would pay to the workers (Component C) and service tax(Component E). No extra claims will be entertained in any case.

However, in case the taxes and central minimum wages are increased by the Government, the same shall be payable. TDS will be deducted/recovered by IPO from the total admissible bill amount.

(5). Manpower / Staff

- The contractor shall always employ the required strength of experienced staff at IPO as given in Annexure-III (Para L). He shall also comply with all the rules and regulations under Minimum Wage Act, Minimum Wage Rule, Contract Labour (Regulation and Abolition) Act, including all other Labour related legislations. **Receipt of any complaint on this ground shall effect in termination of the contract.** No additional payment shall be made if the contractor keeps more staff at site for completing the pending work or if the minimum staff strength as per Annexure-III (Para L) is not able to perform satisfactorily as per contract provision.
- The contractor shall provide extra person if desired by the office during the period under this agreement at the minimum wages rates already provided in the tender .

- The contractor will be required to submit the list of the workers with photo ID, address
- proof, police verification certificate and educational qualifications before deputing the workers. The contractor shall be solely responsible for the credentials / acts of his staff /workers.
- The workers / staff employed should be well groomed and shall wear color coded uniforms, **pant+ shirt+ shoes+ cap+ gloves** for male and **suit/saris+ aprons + cap+ gloves** for ladies staff. The Security personnel should be in **Pant, Shirt, Shoes, Cap, and Tie**. In winter season all the workers/staff and security personnel should be in colour coded jacket. Uniform should be with company logo. Any indecent behavior or suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty as per Annexure VIII shall be levied on the contractor. The contractor will be required to submit daily labor report duly signed by Facility Manager to the IPO.
- The contractor is required to make timely payment (within 7th of every month) to the workers/staff as per quoted price. The contractor must employ adult and skilled labor only.
- **Employment of child labor will lead to termination of the contract and further action under relevant legislation /Act.**
- The contractor shall arrange adequate training in fire fighting to all the staff deputed by him right in the beginning and also from time to time at frequent intervals.
- The Contractor shall maintain log book/registers and checklists for each activity and the works done by each of the contractor's men shall be recorded on a Job Card, duly signed by the Supervisor. The Contractor shall also submit a comprehensive report every month, detailing the works/services done during the month.
- The contractor shall make available members of his staff deployed at IPO to the office for assisting in miscellaneous type of work as and when required.
- The contractor shall ensure that cell phone facility is available with at least two of his staff in addition to the Facility Manager to facilitate easy access in day-to-day work and in times of need.
- The contractor shall provide the details showing number of workers employed, categories, working hours and salaries etc. and shall keep public notice about the same at an appropriate place as designated by IPO.

Qualifications

- (A) The Electrician shall be at least Diploma holder or ITI Certificate holder with relevant "C license to operate High Tension electrical installations with minimum of 3-4 years ' experience in the field OR having minimum 6-8 years of experience in the field without certificate.
- (B) The plumber shall be an ITI Certificate holder with minimum 3-4 years of experience in the same field having minimum 6-8 years of experience in the field without certificate.
- (C) **The Security** personnel should be at least Secondary School (SSC) or equivalent and preferably below 50 years of age. He should be well built-up and physically and medically fit and have knowledge of security related matters/training of firefighting, rescue operation. He should have requisite experience in security services.
- (D) The **Facility Manager** should be at least with qualification of Diploma in Engineering preferably in Electrical/ Civil with 3-4 years experience to handle Facility related issues independently.

(6). Facility Manager

Contractor shall employ and post at IPO at least one experienced and duly qualified Facility Manager for proper supervision, coordination and monitoring the work in the premises. He should have a cell phone which should be kept switched on so that he is accessible as and when required. The Facility manager has to maintain the Register- Form IX, X, XI U/r 22, 26(1), 26(2) of the Minimum wage (Central) Rule 1950, Minimum wage Act 1948. Facility Manager has to keep liaison with ESI and EPF authorities from time to time and shall be responsible to address the grievances of the workers. Facility Manager is responsible to produce all the documents, within the scope, as and when required by IPO with one hour response time.

(7). Safety Management

Contractor shall initiate and maintain safety management program to protect contractor's employees from hazards through safety equipment, procedures, practices and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

(8). Emergency telephone Nos.

The contractor shall provide an emergency telephone number accessible for 24x7 hours and comply with the requirement during any break downs to essential utility services like cable fault, burst water mains etc., within a maximum of one hour response time.

(9). Indemnity

The contractor shall keep Intellectual Property Office and all officials of IPO indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.

The Contractor shall keep the Intellectual Property Office and all officials of IPO, indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of contractor's employees or by any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non- implementation of various provisions of statutory requirements.

The contractor shall also execute an indemnity bond in favor of CGPDTM, in the standard format, in this regard.

(10). Insurance

- The contractor shall ensure that all his employees posted at IPO are adequately insured & covering each incidence for personal injury caused or arising out of the performance of the services
- The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants

or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

- The contractor is also required to obtain the third party insurance for each incident The contractor shall also require obtaining workmen compensation policy for each employee and covering all the staff deployed at site during the contract period.
- The supporting documents in respect of insurance should be produced within one month of taking over the charge.

(11). Payment Terms

- The bill shall be prepared by the contractor on monthly basis. The monthly payment for the workers will be calculated by multiplying the daily wage rate by the actual no. of days present.
- The payment will be made only on the basis of actual number of present days during the month for which duty has been performed in a calendar month for the Component A .
- It will be the responsibility of the contractor to ensure that the services envisaged under this contract are available to the IP office on every day of the week by staggering the rest days of the workers (this will be informed in advance to the IPO).
 - The bills will be settled ordinarily by IPO within 30 working days after verification of the work done (**as per Score Card as referred to in Annexure VII**), attendance and deducting necessary TDS, taxes, retention money etc. The bill, in proper form, must be duly accompanied by details of work carried out in that month and should also be accompanied with the details of ESI & EPF deposit slip for the previous month along with the copy of Register- Form IX, X, XI U/r 22, 26(1), 26 (2) of the Minimum wage (Central) Rule 1950, Minimum wage Act 1948, copy of attendance sheet signed by Facility Manager duly verified by administrative officer/Head of Office or the person designated by him, failing which the bill will not be accepted. The Contractor's Bills should be prepared based on the actual work done and actual manpower deployed and the same shall be certified by the dedicated officer-in-charge of FMS and H.O. of Patent Office.
- TDS will be deducted/recovered by IPO from the total admissible bill amount.
- For the items/works not covered in the tender, the bill should be submitted to the office along with the sanctioned work slips duly certified by officer-in-charge, failing which the bill will not be accepted.

(12). Penalty

Penalty for negligence of work and unsatisfactory performance shall be levied on the Management Charges i.e. Component (C) on the basis of Score Card (Annexure VIII) The quantum of penalty as per Score card shall be as under:

i. 95-90 Marks: 10% penalty

ii. 89- 80% Marks : 20% penalty

iii. Less than 80% Marks : 30 % Penalty

(13). Rate enhancement:

In case the statutory minimum wages [component A] increases, the office shall make the payment at the enhanced rate on production of the proof of increase in statutory minimum wages (Central Sphere Document) and demand letter. **The salary of facility Manager will be subject to maximum 10% annual lump-sum increase.** No other demands as regards enhancement or increase shall be considered or paid by the office which is not in conformity with Annexure IV.

(14). Compliance with all Statutory requirements

The contractor shall be responsible to pay to the staff deployed at IPO at the rate of minimum wages as notified by Ministry of Labour, Govt. of India, as per the following categories of employment listed in schedule of employment of the Central Sphere and minimum wages for each category mentioned therein:

Central Government Minimum wages as on 1st April 2015

(As per notified for Central Sphere by Ministry of labour and employment, Government of India)

SI. No.	Personnel Required by IPO	Minimum wages for Scheduled Employment as per Central sphere		
		Name of Scheduled Employment	Category of Worker	Rate of Wages including V.D.A. per day
1	House Keeping Staff	Sweeping and Cleaning	Unskilled	348
2	Security guard (without gun)	Watch and Ward	Semi-skilled	385
3	Security guard (With gun)	Watch and Ward	skilled	424
4	Security Supervisor	Watch and Ward	skilled	424
5	Electrician cum Telecom technician	Construction	Skilled	424
6	Plumber cum Multi-Tasking personnel for maintenance	Construction	Skilled	424
7	Gardener	Horticulture	Skilled	424

Note : Contribution towards ESIS and EPF (employer's contribution) will be in addition to the minimum wages as above.

(15). Subcontracting the work

• The contractor shall not hire other agency for any of the work under the scope other than a security agency, if the same is required by him However, if the contractor hires such specialized agency for security during the contract period, he shall keep the IPO informed of the same from time to

time and it will be his responsibility to confirm that such specialized agency also complies with all the statutory requirements as regards his workmen and services and shall keep IPO indemnified against any claims, actions or proceedings whatsoever brought or instituted, by his servants or agents or any other third party in connection with or relating to or arising out of the performance of the subcontractor's services. The contractor shall also be required to pay timely to such agency without any adverse implication on the work at IPO.

- The contractor shall himself be responsible for adherence to all the conditions of the contract including maintenance of standards and quality.
- The IPO will deal only with the contractor (successful bidder) and shall not be responsible for any dispute between the contractor and subcontractor.

(15). Stationery

The contractor will have to bear the cost of all stationery, telephone, etc. required for proper execution and maintenance of record of his work. IPO shall provide a separate room for Facility Manager for his functioning in IPO premises.

(16) Dispute & Differences

Decision of the Controller General of Patents, Designs and Trademarks regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator appointed by the CGPDTM.

(17). Termination

This contract may be terminated by either party by giving three months' notice in writing of the intention to terminate without specifying any reason(s) therefor. On termination of the contract, the contractor shall take steps to withdraw all employees and the services provided in a smooth and orderly manner.

In addition, the contractor shall cause to be delivered to the IPO all details, plans, technical data, maintenance schedules, related data correspondence and documentation in his possession relating to the Services including all the equipment /tools purchased from the contractual cost paid by IPO. IPO shall also cause to pay all sums due to the contractor as provided under this contract.

(18). Force Majeure

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

(19). Safety Requirements:

- The contractor shall at his own expenses provide safety measures and facilities related thereto to the manpower deployed at site. These measures/facilities to be provided by the contractor shall also include helmets, safety belts, gloves, who shall also take adequate steps ensuring their proper use. Adequate provisions shall also be made by the contractor for prompt evacuations, transportation and all medical treatments to the workers in the circumstance of any accident/injury during the course of work at site.
- The contractor shall initiate and maintain safety management program to protect his employees from the likely hazards which may arise while performing their duties and adopt proper procedures, practices and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

8. ANNEXURES

The following annexure form an integral part of this document:

Annexure 1: Prequalification Bid

Annexure II: Format for Technical Bid

Annexure III: Scope of Work (to be prepared by individual Office)

Annexure IV: Financial Bid

Annexure V: Form of Performance / Security Bank Guarantee Bond

Annexure VI : Asset List (to be prepared by individual Office)

Annexure VII : Score Card (Format for 100 Marks to be prepared by individual office)

Annexure - I

Prequalification Bid

- 1 Tender fees paid Yes/No
- 2 E.M.D. furnished Yes/No
- 3 Bidder company /agency/firm is registered under the relevant Act Yes/No
- 4 The Bidder is having a financial turnover of **Rs. 1.00 (one) crore per annum at least for any two years during the last three years** Yes/No

(certified copy of the balance sheet from the Chartered Account to be attached)

Financial Year	Turnover(Rs lakhs)	Remarks, if any
2012-2013		
2013-2014		
2014-2015		

5. E.P.F. registration certificate. Yes/No
6. E.S.I. registration certificate. Yes/No
7. P.A.N. Number in the name of the Bidder Yes/No
8. Service Tax Registration Certificate/Work Contract and VAT/TIN No. Yes/No.
9. Income Tax Return For last three years Yes/No
- 10 Registration with the State Government/competent authority and valid License from the competent authority to operate private security agency work in the state for the bidder agency or other security agency to which the bidder has a tie up. Yes/No
11. Details of licenses in the name of the company to provide armed security guards. Yes/No
12. A declaration to the effect that a bidder has no business or family relationship with any employee of IPO

(N.B.: Self certified copies as proof are to be attached.)

It is certified that the information furnished above is true and correct to the best of my knowledge. In case, it is found that the information submitted is wrong or there has been a misrepresentation of facts, I shall have no objection for my proposal to be rejected, or the Contract to be terminated if the Contract has been signed

Signature of the Bidder/Authorized representative With Name & seal

Annexure-II

FORMAT FOR TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For the tender for Facility Management Services in the O/o Controller General of Patents, Designs and Trademarks.

1.	Name of the Bidder Company/Firm/agency	
2.	Name of the proprietor / Director of Bidder company /firm/agency	
3.	Full Address of Registered Office with Telephone No, FAX No.	
	Telephone No.	
	Fax No.	
	e-mail address:	
	Website (if any):	
4.	Banker of Bidder company/ firm/ agency with full address including telephone, fax and email	
5.	PAN / GIR/TAN No	
6.	Service Tax Registration No	
7.	E.P.F. Registration No	
8.	E.S.I. Registration No	

9. Give details of the major similar contracts handled by the Bidder Company/ firm/ agency in PSUs / Government Departments and /or Private Sector during the last three years in the following format

(Self- attested copies of work orders shall be attached)

S.No.	Name and address of the clients including telephone, fax and email	Amount (Rs.) (in Lacs)	Duration of Contract	
			From	To

10. Human resource (Document in support of no. of employees on Bidder's payroll to be attached)

S.No.	Location	Level of Employee	Number at each level	Total

11. Note on methodology and work plan:

12. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person (Name & Seal) Date: Place:

Annexure - III

Scope of Work at IPO Building, Delhi

Area of Building

The approximate built up area of old IPR Building is 5250 sq.m. and new IPR Building is 8000 sq.m.

Working Hours

The working hours of IPO are from 9.30 AM to 6.00 PM with weekly off on Saturdays and Sundays. However, the office will be open on Saturdays with a few officials working.

General Conditions

1. The successful Bidder shall enter into a Service Level Agreement with CGPDTM, which will cover the details of manpower that will be deployed, their working hours and on-call availability.
2. All works will be carried out at timings which will be as per convenience to the office and without causing interference to the normal office work. Contractor's supervisory staff should be available to give instructions to his staff. All personnel should be in uniform and should maintain discipline. **The officer-in-charge of FMS designated by the office should be informed immediately whenever there is an emergency situation and any** major work or repairs to be carried out should be brought to his notice immediately. Reports of all complaints and remedial works done should be maintained and should be submitted to the officer-in-charge of FMS every month.
- 3 **There should be a supervisor in charge of all the facility management works called as Facility Manager.**

The Facility Manager should be able to arrange additional manpower to be engaged on-call basis. Facility Manager shall also be responsible for co-ordinating with external agencies and Original Equipment Manufacturers.

4. The Facility Manager deployed shall be responsible for preventive and breakdown maintenance of all the equipments/machines/accessories/units etc. as mentioned in Annexure VII. The Facility Manager will be responsible for maintaining the Complaint (Call Log) Register.
5. The equipment, other tools and aids required for undertaking the services are to be arranged by the contractor and recorded in store of IPO.
6. The contractor shall maintain all the records on electrical installations, DG sets, UPS, Lifts, firefighting system, AC installations etc., in accordance with the statutory rules and regulations of Central and State Authorities.
7. The contractor shall also be responsible for updating and intimating the IPO regarding changes in the statutory requirements of Central and State authorities and shall recommend suitable measures to be taken to adhere to such statutory requirements.

The contractor, *inter alia*, shall be responsible for the following:

A. HT & LT POWER SUPPLY AND DISTRIBUTION

- Preventive and break down maintenance and record keeping etc. in respect of electrical substation, transformers Panel Bus Bar, HT Panel, LT Panel, AMF Panel, capacitor panel, Distribution Panel etc. Electrical Control Panel room including maintenance of switch gears, panels for AC, garden light and water fountain, lift room, water pump and power factor panels, UPS, earthing system etc., and co-ordination & getting necessary assistance from statutory authorities in emergency situations.
- Preventive and breakdown maintenance, record keeping etc., of Distribution Boards for AC, light and power and MCBs on all floors Maintenance of lighting, power points, switches, fans, water pumps, motors etc.
- Replacement of faulty lights and maintenance of other installations on continuous basis both indoor and outdoor. Checking the power factor and operating the capacitor bank for PF correction to avoid any penalty as specified in sub-clause (12) of clause 7.
- Daily checking of the working of UPS, load sharing conditions, maintaining battery bank, reporting faults and coordinating with OEM/ Service Provider of UPS during maintenance by them.
- Material purchases in coordination with IPO for electrical consumables & spares as and when required.

B. DIESEL GENERATING SETS except for IPO, Mumbai

- Operation of DG sets, preventive maintenance, checks and minor maintenance
- Major breakdowns, A,B, C & D checks on the diesel engine in coordination with OEM during maintenance by them.
- Daily & Weekly trials (no load). cleaning of filters.
- Diesel Stock Monitoring and reporting requirement for fresh stock.
- Coordination with IPO for diesel purchasing.

C. LIFTS

- Monitoring and day to day maintenance of lifts inside the building, operating (Switching on & off) lifts and as per instructions of the office, monitoring the working of lifts, reporting faults to the AMC provider and coordinating during maintenance by them.
- Record keeping of the maintenance details, getting license renewals from the authorities.

D. WATER SYSTEMS - RAW WATER, DRINKING WATER, FLUSH WATER, SANITATION AND GARDEN FOUNTAIN

- Coordinate with External Agency and ensure water supply in underground tanks and arranging water from water tanker agencies when there is shortage of raw water supply.
- Pumping of water from underground reservoir to overhead tanks at least twice a day and ensuring continuous supply in the premises.
- All day to day preventive maintenance related to the water distribution pipe line, valves- inspection and minor leakage, ensuring supply to water purifiers for drinking water,

coordinating with water purifier manufacturer for cleaning, servicing and repairs of purifiers & water treatment plants etc., to ensure that water is available to user within the site premises.

- Preventive Maintenance and cleaning of water dispenser and water cooler.
- Reporting on time to IPO and coordinating with an external agency for any major repair needed in pipe line requiring modification, welding and re-routing of pipe lines etc.
- Cleaning of overhead and underground water tanks half yearly (the months to be fixed at each premises) and also whenever need arises.
- Minor plumbing and sanitation works including minor repair of pump and motor like rewinding of motor etc..
- Inspection of wash rooms for cleanliness and hygiene and ensuring availability of hand wash and other sanitary consumables and means.
- Maintenance, repair and removal of blockage if any in drains and manholes.
- Material purchases in coordination with IPO for plumbing and sanitation works as and when required.

E. FIRE FIGHTING SYSTEM - FIRE HYDRANTS, SMOKE DETECTORS & FIRE EXTINGUISHERS

- Monitoring and maintenance of Fire Hydrant System, hose pipe & nozzle etc.
- Preventive and minor break down maintenance of jockey pumps and motors.
- Preventive and minor break down maintenance of pipe lines and distribution valves.
- Major repairs like rewinding of motors, pipe line modification etc., in coordination with external vendor during maintenance carried out by them.
- Actual firefighting in the event of fire, fire information & reporting to IPO and nearest fire station.
- Record maintenance, follow up for refilling and co-ordination with OEM of Portable Fire Extinguishers.
- Smoke Detection/ Fire Alarm System - First line maintenance, responding to fire alarm, checking the reason for alarm and taking corrective action and conducting periodical Fire Evacuation Drills.
- Testing of firefighting system after every 15 days by using water for plantation and cleaning of building.

F. PHONE LINES AND INTERCOM SERVICES

- Attending to minor faults in telephone sets and lines and making them operational.
- Attending to EPABX system faults and reporting them to OEM and getting them serviced.
- Installation and/or correction of intercom points / telephone lines inside the premises.
- Informing and coordinating with the authorities concerned for rectification of faulty telephone lines.

G. NETWORK CABLES

- Maintenance and repair of network cabling inside the building for providing LAN connectivity in coordination with external agency as and when maintenance is carried out by them.

H. BUILDING MAINTENANCE

- Maintenance of building structure by checks of building defects through regular walkthrough and identifying the defects.
- Minor civil repairs like leakage, replacement/repair of false ceiling, flooring, minor cracks, replacing glass panes, plumbing works and other repairs in toilets, touching up painting etc.
- Monitoring and reporting of major civil works those need to be done.
- Maintenance of aluminum, wood and glass doors, partitions and windows and repair of handles, locks, lockers etc.
- Maintenance of all signages in the building.
- Major repairs and material purchases in coordination with IPO.

I. HOUSE KEEPING

1. Brooming, cleaning, sweeping, mopping and wiping of all floors, staircase and common passage ways and the office premises (including portion outside buildings) etc., on daily basis including Saturdays or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7.30 AM so as to complete all the dusting/ cleaning/ mopping work before 09.30 AM. to ensure that the premises are clean, hygienic and aesthetically appealing at all times.
2. Continuous mopping, at least four times, to be done at IPO reception floor, canteen area and other floors during office hours (9.30 AM to 6.00 PM).
3. Brooming and mopping of all floors including entrance lobbies, staircases and common passage ways etc. at least twice a day.
4. **At least two Housekeeping personnel should be identified who will be engaged in refilling drinking water time to time, serving tea/ coffee to respected guest, soft cleaning like computer, telephone, glass pane, refilling of liquid soap, ensuring of air purifier, spraying of air freshener etc. to ensure that cleanliness and hygienic condition to refill water etc. names of such identified persons should be communicated to the FMS Coordinator at IPO.**
5. . Cleaning and dusting of entire furniture, partitions, glass panes, wooden cabin walls, railings, doors, windows, venetian blinds, racks, sofas, computers, printers, scanners, fax machines, key board, telephones, curtains, wall mounted fans, storage cupboards, and other office equipment and/or accessories including common furniture in waiting areas and dining hall and other ornamental items etc. inside the building with dry/wet cloth, feather brush and duster.
6. Daily maintaining the workstations and common passages clean and odor free and spraying room fresheners.
7. Dusting and cleaning of compactor rooms and other areas like store rooms daily.
8. Cleaning of dining hall and furniture at least four times during office hours .
9. Cleaning and sweeping of open area including balconies and roof tops with brooms.
10. Washing of towels provided to employees at weekly intervals.
11. Cleaning and clearing of emergency exits at regular intervals.
12. Washing of water jugs and glasses of employees and refilling jugs with drinking water every morning.
13. Checking the proper working of clocks or other similar gadgets in the office premises.
14. Thorough cleaning of all toilets using required detergent and putting naphthalene balls and air purifier in all urinals, wash basins and WC area to maintain wash rooms, toilets, wash basins etc. clean and disinfected.

15. Ensuring that the fittings like taps, exhaust fans and flushes are working properly.
16. Daily removal of garbage & other wastes and cleaning of dustbins and putting plastic bags in dustbins every morning and disposal of garbage every evening after office hours to municipal collection point.
17. Maintenance of the outside of water purifier machines and the drains connected to it.
18. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
19. Clearing of any choking's in the drainages, manholes etc., and ensuring that there is no blockage of drains.
20. Removal of beehives and cobwebs from the office building and its premises.
21. The contractor shall also be responsible for pest, rodents and termite control in the office and shall carry out sprays etc. at least once in a month and as and when required. The insecticides and pesticides should be sufficient enough to take care of mosquitoes, cockroach, silver fish, crawling insects at library and carpeted rooms, rats etc. The insecticide and pesticide sprayed should be of ISI mark. In case the pest control is ineffective, the firm shall carry out remedial operations as frequently as may be required.
22. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Facility Manager of the contractor and will be countersigned by the IPO officer-in-charge at regular intervals and finally at the end of each month.
23. The contractor should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by IPO.

NOTWITHSTANDING ANYTHING SPECIFIED IN CLAUSES 1-23 ABOVE, THE CONTRACTOR SHALL BE RESPONSIBLE TO TAKE ALL MEASURES TO MAINTAIN THE SAFETY, LOOK, BEAUTY, CLEANLINESS, HYGIENE AND SANITATION OF THE BUILDING AND PREMISES.

JOBS TO BE CARRIED OUT DAILY:

- Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon & 3.30 PM) with phenol and detergent etc., and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, WC are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the contractor regularly to ensure continuous availability of these materials in requisite place/container.
- Cleaning of corridors staircases and common area with suitable disinfectants in the morning and with plain water continuously.
- Cleaning & mopping of pantries and electrical rooms once in a day during office hours.
- Cleaning of office working areas, removing dust from floors, windows, doors, furnitures, fixtures, telephones, ashtray, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent.
- Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
- Cleaning of carpets by soft brush and /or vacuum cleaners.

- To clean glass panes on doors, windows & partitions with soap/cleaning agent.
- Cleaning of blockages in sewer and pumping lines within premises as and when required.
- Cleaning gulley trap and manholes as and when required.
- Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.
- Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.
- Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours.
- Cleaning of lift walls with silver/brass liquid cleaner.
- Room fresheners in all office area to be used daily in the morning. Room freshener should be of IS I Mark or of standard make.
- Spray of scented mosquito and cockroach killers on all floors as and when required. Mosquito/cockroach killers shall be of ISI mark. Special scented purifiers shall be sprayed at least once daily in all rooms, cabins, bathrooms, reception conference halls lifts lobby, lifts etc.
- Maintenance of lawns and surroundings, cutting of hedges, cutting / shaping of plants by gardener and removal of garbage at all IPO locations.

JOBS TO BE CARRIED OUT WEEKLY:

- Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mop, scrubbing machine to be used at least once in a week.
- Cleaning of fabric upholstered sofa sets with vacuum cleaners and leathered upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.
- Cleaning of brass letters by Brasso (polish).

JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS:

- Polishing of brass items with approved brass cleaning material.
- Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- Dusting of false ceiling etc. with soft broom and cloth.
- Cleaning of sofa sets with soap water/ vacuum cleaners.
- Washing and cleaning of driveways, parking areas and roads within the office premises.
- Lift lobby and all toilets floors and other areas, as may be deputed by Officer-In-charge, shall be cleaned with floor scrubbing machine.

JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

- All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
- Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.

J. GARDENING

Maintenance of lawns and surroundings, watering of plants, soil maintenance by use of fertilizers etc., preventive measurements against plant diseases using insecticides, pesticides and fungicides, cutting of hedges, cutting/shaping of plants, de-weeding, maintenance of flower beds, removal of garbage etc. Sowing/planting of seasonal plants, preparation of lawns and flower beds etc.

K. PROVIDING WORKFORCE

The contractor has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge. Tentative requirement of workforce to be deployed is given hereunder:-

S1 No.	Head	Manpower*
1	House Keeping Staff (Monday to Saturday)	23
2	Security staff (as mentioned below)	16
3.	Electrician cum Telecom Technician (All Days)	3
4	Plumber cum Multi Tasking maintenance Staff (Monday to Saturday)	1
5.	Gardener (Monday to Saturday)	2
7	Facility manager (Monday to Saturday)	1

Note* The above mentioned manpower is based on current requirement which may increase/decrease depending upon the circumstances.

24X7 Shift for Security Guards (including on weekly-off days) to be deployed in the Office all days:

- I Shift: From 6:00 A.M. to 2:00 P.M. - Five Security Guards.
- II Shift: From 2:00 P.M. to 10:00 P.M. - Four Security Guards.
- III Shift: From 10:00 P.M. to 6:00 A.M. – Four Security Guards + One Armed Guard

General Shift: From 9.30 A.M. to 6.00 P. M. - One Lady Guard + One Armed Guard + one Security supervisor.

(Monday to Saturday)

L. SUPPLY OF MATERIAL AND CONSUMABLES:

- The material and consumables relating to cleaning & maintenance will be provided by IPO Delhi as per requirement and basic engineering tools, cleaning equipment and the like will have to be

provided by agency and no rental charges will be paid by IPO.

M. WASTE DISPOSAL MANAGEMENT:

The contractor will ensure collection, mechanized screening/segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the contractor will arrange for disposal of garbage at such a place as may be permissible by Municipal Authority.

N. SECURITY

- **Providing round the clock security at the entrance gates and entrance lobbies including gunmen, lady security guards and male security guards, maintaining register for visitors and daily wage workers. The security personnel should patrol the premises and give instructions for movement of vehicles and keep a watch on the situation in and around the premises and alert the officer-in-charge of FMS and Head of Office during alarming situations.**
- **Shifts of working of Security Guards deployed in the office shall be adjusted to the maximum extent so as to provide the services of security guards on all days of the week including weekly- off days and national holidays.**

LIST OF MECHANIZED CLEANING TOOLS & EQUIPMENTS

Sl. No.	Description of Machine
1	Walk Behind Single Scrubber Machine
2	Wet & Dry Vacuum Machine
3	Back Pack Vacuum Cleaner
4	Wet & Dry Vacuum Cleaner with Carpet Shampooing Machine
5	High Pressure Water Jet Machine
6	Wringer Trolley
7	Dust Pan with Brooms
8	Dust Control Mop
9	Telescopic Pole
10	Cobweb Brush
11	Kentucky Mop
12	Service Trolley
13	Single Disc Floor Cleaner Machine
14	Auto Scrubber Drier

LIST OF MASONRY, GARDENING & ENGINEERING TOOLS

Sl. No.	Description
1	Megger (500 V)
2	Tong tester
3	Screw Spanner
4	Shim cutter
5	Pipe wrench
6	Digital Thermometer
7	Bosch drilling machine -½ inch
8	Standard Tools like Spanner sets, Hammer, files, steel rule, screw driver, hacksaw with frames, cutting pliers, testers, measuring tape, etc.
9	Air Blower
10	FRP Ladder 6'
11	Tools Box
12	Re chargeable Torch Light
	Safety PPE's
13	First aid box
14	Safety belts
15	Ht gloves
16	Safety shoe
17	HVAC tool kit
18	All major Masonry tools such as trowel, hammer, blocking chisel, power saw, levels, nylon or Dacron line, steel square, chalk line, mixing tools etc.
19	Multimeter
20	Brazing tool
21	Flaring tool
22	Pipe cutter/tube cutter
23	Tube press plier
24	All major types of carpentry tools such as measuring tapes, folding ruler, pocket tapes, different types of squares, cutting tools, fastening tools, drilling tools etc.
25	Gardening tools such as Cultivator, Draw Hoe, Dutch Hoe, Garden Fork, Rake, Spade, Sprayers (Pressure) etc.

Annexure IV

Financial Bid

S. No.	Component			Central Government Minimum wages to be paid by the Bidder				TOTAL Wages/ Amount
				Minimum Wages including VDA as per Central sphere (per day cost x 26 days)	Statutory EPF & ESIS Contribution	Total (v) + (vi)	Total Wages (vii) X (iv)	
i	ii	iii	iv	v	vi	vii	ix	x
A	Wages	Personnel	No. of personnel					
		House Keeping Staff						
		Security Guards (Unarmed) [Requirement of total No. of Security-Guards, including for adjusting the shifts of working during weekly-off days, to be decided by each office]						
		Security (Armed)						
		Electrician cum Telecom technician						
		Plumber cum Multi-Tasking personnel for maintenance						
		Gardener						

TOTAL AMOUNT Of Component A					
B		Facility Manager	Monthly Salary		
C	Management Charges (comprising Management Fee and other payments/statutory liabilities/extra wages, if any, which the Bidder would pay to the workers), as fixed percentage of total of (A)+(B)				
D	TOTAL A to C				
E	Service tax on D				
F	TOTAL Tender Cost Per Month (A to E)				

Signature of authorized person

Date :

Full Name

Place:

Seal:

Notes:

- 1 In **Component C**, the rates quoted by the **Bidder** should be inclusive of **Management Fee** and also other **payments/ statutory liabilities/extra wages**, if any, which the **Bidder** would pay to the workers as applicable at the **time** of entering the contract
- 2 For **Component A**, the monthly wages shall be calculated by multiplying daily wage rate with 26 days
3. The **minimum wages** stated in column v of component A , shall be the up to date minimum wages of central sphere as on 01-04-2013, as notified by the **Ministry of Labour, Govt. of India**.
4. The payment will be made only on the basis of actual number of working days for the month for which duty has been performed in a calendar month for the **Component A** .
- 5 . Requirement of **Total No. of Security Guards** by the office and their shifts of working shall be adjusted so as to provide the **requisite number** of security guards on **all days of the week including weekly- off days** .

FORM OF PERFORMANCE / SECURITY BANK GUARANTEE BOND

In consideration of the Controller General of Patents, Designs & Trademarks (hereinafter called "CGPDTM") having offered to accept the terms and conditions of the proposed agreement

between CGPDTM and _____ (hereinafter called "the said Contractor") for the

Facility Management Services at IPO Delhi (hereinafter called "the said agreement") having

agreed to production of a irrevocable Bank Guarantee for Rs. _____

_____ (Rupees _____ only) as a

security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ (hereinafter referred to as "the Bank" hereby undertake to

pay to the CGPDTM an amount not exceeding Rs. _____

(Rupees _____ only) on demand by the CGPDTM.

2. We, _____ do hereby undertake to pay the amounts due and payable

under this guarantee without any demure, merely on a demand from the CGPDTM stating that the amount claimed as required to meet the recoveries due or likely to be due from that the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees

_____ only)

3. We, the said bank further undertake to pay the CGPDTM any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

4. We, _____ further agree that the guarantee herein contained shall remain

in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CGPDTM under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer-in-charge of FMS on behalf of the CGPDTM certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, _____ further agree with the CGPDTM that the CGPDTM shall

have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to

time any of the powers exercisable by the CGPD TM against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the

said Contractor(s) or for any forbearance, act of omission on the part of the CGPD TM or any indulgence by the CGPD TM to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. I/We _____ , _____ lastly undertake not to revoke this guarantee except with the previous consent of the government in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by the CGPD TM. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only)

and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated this _____ day of _____ ,2015

Signature of the witness

Name of the Witness

Address of the Witness

Signature of Authorized Official of the Bank

Name of Official

Designation

Stamp/Seal of the Bank