



**Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
Controller General of Patents, Designs and Trademarks
Office of the Rajiv Gandhi National Institute of Intellectual Property Management**

TENDER NO: RGNIPM/PIS//FMS/2015/01

TENDER DOCUMENT

**Tender for
Facility Management Services
At**

**Rajiv Gandhi National Institute of Intellectual Property Management/Patent Information System
(RGNIPM/PIS), Nagpur**

SCHEDULE OF TENDER

Date of Sale of Tender Document	: 12/06/2015 to 03/07/2015
Last date & time of receipt of Tenders	: 06/07/2015 till 10.30 A.M.
Date & time for opening of Pre-qualification bid	: 06/07/2015 till 11.00 A.M.
Date & time for opening of Technical Bid & presentation by the bidders	: 06/07/2015 till 2 P.M. onwards
Date & time for opening of Financial Bid	: 06/07/2015 till 5 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) at Rajiv Gandhi National Institute of Intellectual Property Management (RGNIIPM)/Patent Information System (PIS) located at the Plot No. 3, Hislop College Road, Opposite Maharashtra State Education Board, Civil Lines, Nagpur-440 001** 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 Rajiv Gandhi National Institute of Intellectual Property Management/Patent Information System (RGNIIPM/PIS), Nagpur 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>
<http://eprocure.gov.in>

C) CONTACT PERSON

Mrs. C. D. Satpute, SDO, PIS/RGNIIPM, Civil Lines, Nagpur
Phone No. 0712-2540920

D) COST OF TENDER: Rs 500

i) TENDER FEES:

The tender document can be purchased from the cash counter of Rajiv Gandhi National Institute of Intellectual Property Management/Patent Information System (RGNIIPM/PIS), Nagpur situated at the address 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 **“Patent Information System”**, payable at **Nagpur** 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 **“Patent Information System”**, payable at **Nagpur**. The tender document fee is **NON-REFUNDABLE. Any tender submitted without the requisite fee will be rejected summarily.**

ii) EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty 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 **“Patent Information System”** payable at **Nagpur, 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 two year in the form of Bank Guarantee/Fixed deposit receipt from a commercial bank with **The Head of Office, Rajiv Gandhi National Institute of Intellectual Property Management/Patent Information System located at the Plot No. 3, Hislop College Road, Opposite Maharashtra State Education Board, Civil Lines, Nagpur-440 001** having validity of one year and additional sixty days from the date of contact 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:

**Rajiv Gandhi National Institute of Intellectual Property Management /
Patent Information System (RGNIIPM/PIS)
Plot No. 3, Hislop College Road, Opposite Maharashtra State Education Board,
Civil Lines, Nagpur – 400 001
Phone No. 0712-2540913/2540920 Fax No. 0712-2540916
E-mail : niipm.ipo@nic.in, rgniipm.ipo@nic.in**

F) VALIDITY OF TENDER:

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

G) However the office of the CGPDTM /RGNIIPM/PIS 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.50 (Fifty) lakhs at least during any two years of the last three years period.

Further, the agency should have completed or should have been engaged in

at least one contract of Rs 50 lakhs the area of FMS during any two years of the last 3 years OR

at least two contracts each worth Rs.25 lakhs in a year in the area of FMS during any two years of the last 3 years.

Necessary supporting documents for the above should be submitted by the Bidder in this regard.

In addition to the above, the self-attested copies & 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) P.A.N. 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 to tie up.
- (viii) Details of licenses in the name of the company to provide security guards
- (ix) The agency should possess all the required statutory licenses and permissions to run such service. ³

B) Technical Competence:

a) Experience in the work of similar nature and magnitude:

The agency should have the following experience in work of similar nature and magnitude:

- I. The agency should have successfully managed and provided integrated/Facility Management Services (FMS) at least for last three years in Govt. /PSUs / Private Sector. During the period, the agency should have provided such Facility Management Services in at least one site of at least 2500 sq.mt area. (supporting documents shall be produced)

In addition to the above, technical competence of the service provider shall also be evaluated based on the following criteria.

b) 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 organisational chart and include the total number of employees in your firm in India, location-wise.

c) Claims and Suits (Explain any "yes" answer)

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 judgements, 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 office in India (with contact information, phone and fax numbers, email etc.) and a listing of the area in which your firm has performed Facility Management Services.

d) Geographical Capability

The Bidder should have sufficient capability to execute work at Nagpur and shall provide a listing of its offices in India (with contact information including address, phone & fax numbers, e-mail etc.) and listing of the areas in which it has provided 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 of FMS, No of sites where FMS services have been/are being provided, manpower strength(HR), methodology 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.N	Criteria	Evaluation unit	Percentage Marks	Documents to be submitted
1	Experience of the Bidder in the field of FMS from 2010 onwards	Years of experience	10 marks for each completed year but Maximum 40 Marks	List of work orders and Completion certificate/ credentials from such clients from 2010 onwards
2	No. of sites/contracts where FMS services have been completed or engaged in which at least one contract of Rs 50 lakhs during any two years of the last 3 years OR at least two contracts each worth Rs.25 lakhs in a year in the area of FMS during any two years of the last 3 years	No. of sites/operation	10 marks for each single operation/site but Maximum. 40 Marks	Address of the Bidder at each site/ location along with the details of contract for each location
3	Human Resource,	Total No. of Personnel employed at different sites with support of document (Work order)	10 Marks (to be evaluated by Technical Committee)	Document in support of No. of employees on Bidders payroll, EPF and corresponding registrations with Labour Law authorities or any other document in support
4.	Methodology & work Plan, ISO certification, if any	Bidder's usefulness to RGNIIPM and capability to perform the contract based on bidder's assets, client expanse and competitive advantage over other companies	10 Marks (to be evaluated by a 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 60. Proposals not securing a minimum of 60 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 form a criteria 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 proposals**” submitted by those qualified bidders in technical evaluation.
- b) **Financial evaluation shall be based purely on the total price quoted for component (E), which includes all components, as specified in Annexure IV and the bidder quoting, in overall, the lowest price shall be awarded the work. The component E shall be inclusive of all tax liabilities, any associated cost under different items and bidder’s liabilities for all payment to workers .**
- c) Management charges as specified in **Component B** of Annexure IV shall be stated clearly as a **fixed percentage (%) on total component A** and cannot be changed in any circumstances during contract period and shall include management fee of the bidder (contractor) and all financial liabilities towards workers deployed by him at RGNIPM/PIS. Wages of component in A are fixed as per Ministry of Labor, Central Government minimum wages including increase in VDA as per notifications of the Ministry.
- d) RGNIPM/PIS will not make any other payment other than specified in Annexure IV i.e.
 - i) total **component A** i.e. wages (central minimum wages and payment towards ESIS and EPF or central Govt. authority),
 - ii) **component B** i.e. management charges (which includes management fee and other payments/statuary liabilities/extra wages, if any, which the bidder would pay to the workers and
 - iii) **Component D i.e. service tax.**

The bidder shall neither quote for anything other than the above nor shall 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 Proposal 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 CGPDTM / RGNIPM/PIS 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 renewed for a further period of one year on the terms and conditions mentioned in the tender document and the contract agreement, provided O/o. CGPDTM/RGNIPM 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:**

- (i) The Financial bid shall be submitted giving all information specified in Annexure IV
- (ii) **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. 1/4/2015, published by Ministry of Labour and Employment, Govt. of India (Press Information Bureau) dated 30/3/2015. The notifications of the minimum wages and categories were issued by the Ministry of labour & Employment, Govt. of India, vide Letter no 1/3(3)/2015-LS-(II) dt. 30/3/2015 (Building operations) Letter no 1/17(6)/2015-LS-(II) dt. 30/3/2015 (Sweeping & Cleaning), Letter no 1/17(7)/2015-LS-(II) dt. 30/3/2015 (Watch & Ward, without arm) & RGNIIPM/PIS 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.**
- (iii) Financial evaluation shall be based purely on the total price quoted for all components i.e. Component E, as specified in Annexure(IV) and the bidder quoting, in overall, the lowest price shall be awarded the work.
- (iv) **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. Management Charges (which includes Management Fee and other payments/statutory liabilities/extra wages, if any, which the bidder would pay to the workers and **Component D** 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
- (v) 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 RGNIIPM/PIS from the total admissible bill amount.
- (vii) RGNIIPM/PIS shall not in any way be liable or responsible to pay any extra charges which do not form the part of this tender.
- (viii) The bidder alone will be responsible for payment of such other service benefits/statutory dues and fulfil other financial obligations, required of any public body of the state/central government, for the time being in force, to the personnel deployed by him at RGNIIPM/PIS.
- (ix) The contractor shall pay to the deployed workers the benefits required to be extended by him under various labour statutory enactments.

B) Bid Submission at RGNIIPM/PIS:

(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 superscribed “Technical Bid” shall contain Annexure II and the third envelope superscribed “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 superscribed **“Bid for Facility Management Services for Rajiv Gandhi National Institute of Intellectual Property Management/ Patent Information System (RGNIIPM/PIS) at Nagpur”** and should reach the following address on or before the expiry of the prescribed time limit.

Head of Office, Rajiv Gandhi National Institute of Intellectual Property Management /Patent Information System (RGNIIPM/PIS), Plot No. 3, Hislop College Road, Opposite Maharashtra State Education Board, Civil Lines, Nagpur – 400 001, Phone: Tel: 0712 –2542961 / 2542979

(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 RGNIIPM/PIS, his bid will be rejected. **A declaration to this effect shall be provided by the bidder alongwith prequalification bid.**

(vi) No modification or substitution of the submitted bids shall be allowed. The CGPDTM/RGNIIPM reserves the right to retain bids once submitted. It is clarified that bids once submitted will not be returned to the bidder.

vii) Tender submitted without management cost shall not be considered and, also, the incomplete or conditional bids shall not be 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 **Rajiv Gandhi National Institute of Intellectual Property Management /Patent Information System (RGNIIPM/PIS) Plot No. 3, Hislop College Road, Opposite Maharashtra State Education Board, Civil Lines, Nagpur – 400 001** 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-attested 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)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)RGNIIPM/PIS 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 site inspection at Rajiv Gandhi National Institute of Intellectual Property Management/Patent Information System at the above location. 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 familiarise 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 scope of services under the Facilities Management Services, the details of which are mentioned in **Annexure III**, are as follows:

I. Technical Services

Operation & maintenance of -

- HT & LT Electrical Systems
- Diesel Generating Sets
- **Computer, Printers, server, scanner, networking, switches, firewalls etc.**
- UPS Systems
- Mechanical Ventilation systems
- Building maintenance
- Plumbing, carpentry, mason & Sanitation
- Water supply systems
- Internal Telephone Network
- AC Plant operation
- Any other related work

II. Co-ordination of Services

- Air – Conditioning & plant systems
- Fire Fighting Systems
- Vertical Transportation systems (lifts)
- Pest control
- Any other related work

III. Custodial Services

- Housekeeping (including cleaning) services
- Gardening & horticulture including cleaning of office adjoining area
- plumbing, carpentry, mason, gardening, any work etc.

- Cleaning of Roads, grounds & drains
- Waste management
- Cleaning of water tanks
- Facade/ front office building glass cleaning
- Shampoo cleaning of sofa, chair etc.
- Any other related work

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

7. TERMS AND CONDITIONS

(7.1) 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 **CGPDTM / RGNIIPM** 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 **CGPDTM/RGNIIPM** shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the **CGPDTM /RGNIIPM**.

(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 **CGPDTM /RGNIIPM** 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. **CGPDTM /RGNIIPM** shall, in no way be responsible for settlement of such issues whatsoever.

(iv) **CGPDTM /RGNIIPM** 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 **CGPDTM /RGNIIPM**.

(7.2) Materials

a)The material and consumables will consist of consumables for cleaning, good quality materials/chemicals / detergents, basic engineering tools, cleaning equipment (on rental basis, if any) and the like. **All consumables materials and other related items are to be provided by the contractor** and have ~~to~~ be of ISI marked or, where ISI marked items/consumables are not available, the same should be in

conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with purchase committee, RGNIIPM. If the materials are not of desired quality, the contractors shall replace the same on instructions of the RGNIIPM. The Cost of the above materials / chemicals / detergents, basic engineering tools, cleaning equipment (on rental basis, if any) and the like shall be reimbursed on submission of original bill with prior approval of purchase committee, RGNIIPM.

b)The contractor shall assess the quantity of consumables to be used for cleaning and other services procure them in advance on fortnightly/ monthly basis and store them at RGNIIPM and get the bill/ cash memo verified from the RGNIIPM committee. **The bills of material /consumables etc purchased shall be produced in original and shall be submitted along with the monthly bill for payment.** The materials shall to be replenished at least 5 days in advance. **Management charges and other charges on actual bill of material will be not reimbursed.**

c)The consumable register shall be maintained by the **agency and shall be signed by RGNIIPM committee.** The statement of consumed and balance items should be submitted to RGNIIPM in the next month and the balance items should be adjusted with the monthly requirement.

d)The payment for the expenditure incurred towards the cost of consumable and basic engineering tools, cleaning equipment (on rental basis, if any) shall be claimed on actual basis.Prior approval for such tools and engineering equipments from RGNIIPM committee is required.

e)However, the total monthly cost of consumable, basic engineering tools, chemicals, detergents, cleaning equipment, (on rental basis, if any) should not ordinarily exceed Rs. 15000 on production of original bills for rental/purchasing these prior approval of RGNIIPM committee is necessary

f)All Machinery/ consumable or items entering in official premises should be allowed with permission of RGNIIPM committee and recorded in store.

g)Petty maintenance or consumable requirement upto Rs 500/- per occasion, if required, will be executed by the contractor with intimation & approval of the RGNIIPM committee members.

h)Where the estimated expenditure maintenance or consumable requirement is between Rs. 500/- to 15000 the same can be made by the contractor with prior permission and approval of the designated committee of RGNIIPM.

i)The contractor shall be reimbursed the actual cost of the materials upto Rs. 15000/- on production of bills/cash memos after rate analysis and verification in the market by the RGNIIPM purchase committee constituted.

j)For any items of estimated expenditure above Rs. 15000/-, the **team leader of the contractor** shall submit a requisition to the RGNIIPM and shall coordinate with the designated purchase committee if necessary, to facilitate the purchase procedure. He shall provide suggestions in writing on the markets, rates, specifications of the product and any other details if necessary using his expertise. **No additional payment shall be released for labor/conveyance, transportation, etc.** Decision of the RGNIIPM in this matter shall be final and binding on the contractor.

k)As regards maintenance, replacement of consumable items, the same shall be done as defined in the scope of work. No conveyance / labor charges / transportation charges will be payable for maintenance and replacement works. If the contractor does not take up such works, RGNIIPM reserves the right to take up the same through other agency at the cost of the contractor.

(7.3)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.

(7.4) Rates, Taxes and Duties

Financial Bid i.e. Annexure IV shall include, apart from Component A , i.e., Central Minimum wages and payment towards ESIS and EPF, 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 PIS/RGNIIPM from the total admissible bill amount.

(7.5) Manpower / Staff

- The contractor shall always employ the strength of experienced staff at RGNIIPM 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 colour code 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.** In the winter season all the workers/staff and security personnel should be in colour coded jacket. Uniform should be with company logo. Any indecent behaviour or suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty as per Annexure VII (score card) shall be levied on the contractor. The contractor will be required to submit daily labour report duly signed by designated RGNIIPM/PIS committee.
- The contractor is required to make timely payment (within 7th of every month) to his staff as per quoted price. The contractor must employ adult and skilled labour only. **Employment of child labour will lead to termination of the contract.**
- The contractor shall arrange adequate training in fire fighting to all the staff deputed by him right in the beginning.
- The Contractor shall maintain **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 **RGNIIPM officials**. The Contractor shall also submit a duly signed comprehensive report every month, detailing the works/services done during the month.
- The contractor shall make available members of his staff deployed at RGNIIPM/PIS 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 **10** the team leader to facilitate easy access in day-to-day work and in times of need.

- The contractor shall provide at RGNIIPM the details showing number of workers employed, categories, working hours and salaries so that RGNIIPM can put the public notice at an appropriate place.
- The contract worker should be given weekly holiday as per rules. Security duty should be assigned so that security staff should be available for 24*7.

Qualifications of contract worker

1. The Electrician shall be a Diploma or ITI Certificate holder with relevant C" license to operate High tension electrical installations with minimum of 3-4 years' experience in the field.
2. The computer / networking technician shall be Diploma or ITI Certificate with minimum 3-4 years of experience in the same field.
3. Multitask personal shall be having experience in the working in the field of art
4. Housekeeping shall be from unskilled category for Sweeping & Cleaning
5. The Security Guard should be at least Secondary School (SSC) or equivalent and preferably below 50 years of age. He should be well built-up and fit and have knowledge/training of fire-fighting, rescue operation. He should have requisite experience in security services. The lady security should have experience to handle security issues.

(all necessary certificates, documents of all the personal to be engaged by the Contractor shall be produced to RGNIIPM).

(7.6) TEAM LEADER

Contractor shall provide the name of one experienced contract worker as a team leader who would be able to do proper supervision, coordination and monitoring of the work in the premises. He should have a cell phone contact which should be always kept switched on so that he is accessible as and when required. He will have 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. The Team leader will have to keep liaison with ESIC and EPF authorities from time to time and shall be responsible to address the grievances of the workers and shall also be responsible to produce all the documents, within the scope, as and when required by RGNIIPM with one hour response time.

(7.7) 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.

(7.8) Emergency telephone Nos.

The contractor shall provide an emergency telephone number to RGNIIPM 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.

(7.9) Indemnity

The contractor shall keep RGNIIPM authorities / office of CGPDTM 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. them by any of contractors employees or any other third party in connection with, relating to or The Contractor shall keep the RGNIIPM authorities / Office of CGPDTM, indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against arising out of the performance of the services or non-compliance, deficiency, non- implementation of various provisions of statutory requirements. **The contractor shall be required to execute an Indemnity bond in favour of RGNIIPM/PIS, in the standard format, in this regard.**

Decision of the CGPDTM/PIS/RGNIIPM 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 will be referred to an Arbitrator who will be appointed by the CGPDTM. All disputes are subject to jurisdiction of Nagpur Courts.

(7.10) Insurance

- The contractor shall ensure that all his employees posted at RGNIIPM 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

(7.11) 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 RGNIIPM on every day of the week by staggering the rest days of the workers (this will be informed in advance to the RGNIIPM).
- The bills will be settled by PIS/RGNIIPM office after verification of the work done (as per Score Card as referred to in Annexure VII), copy of acquaintance register, 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 duly verified by FMS committee, RGNIIPM (also copy of report of attendance sheet shall be provided), 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 FMS committee of RGNIIPM.
- TDS will be deducted/recovered by RGNIIPM 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 the FMS committee, RGNIIPM, failing which the bill will not be accepted.

- The contractor/agency shall take full responsibility of the salaries and emoluments of the personnel engaged under this contract. The contractor/ agency shall ensure compliance to the minimum wages act., ESI & EPF and other aspects as applicable in labour laws and shall intimate the EPF & ESI nos. of personnel engaged in this contract to this office. The persons deployed by the bidder shall always carry the proof that they have been covered under ESI/EPF. Mere proof of furnishing the code No. of the bidder is not sufficient.
- **It shall be the duty of the agency to sign the payment sheet/ muster roll in the presence of the Office Superintendent/ designated RGNIIPM committee, failing which the contract can be terminated.**
- The agency shall make the payment of wages to the workers through the bank account of individual workers. The payment may be made on monthly basis through ECS System also. The bank pass book should be handed over to each individual employee and shall be submitted to the office at the end of each month for scrutiny. The agency shall have to submit the bank statement as a proof of payment of the wages to the personnel.
- The office reserves the right to terminate the agreement of recover the losses in the event of any failure or lapses on the part of the bidder. The CGPDTM/ Head of Office RGNIIPM/PIS, Nagpur is the final Authority in determining the value of the losses or the lapse on the part of the bidder. The contractor/ agency shall give the list of deployed employees with their name (Skilled, Unskilled, Semi-Skilled, designation, monthly total wages, EPF, ESIC contribution to designated committee RGNIIPM and update the changes, if any immediately.
- The persons deployed for security/ house-keeping/skilled and unskilled work by the contractor will have no claim for government job or regular job in the RGNIIPM/PIS/CGPDTM.
- The social security and other insurance charges should be borne by company and this office does not undertake any liability towards the same.
- If the contract is awarded, the concerned agency will be required to execute the contract agreement on a stamp paper of requisite value.
- Score card (Annexure VII) shall be prepared every month as per performance of agency by the committee of FMS, RGNIIPM/PIS& as per scorecard penalty will impose and payment will be released. Score card will be implemented after 2 months from the date of award of contract.

(7.12)Penalty

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

- i. 95-90 % Marks: 10% penalty from monthly management fee deduction**
- ii. 89- 80% Marks : 20% penalty from monthly management fee deduction**
- iii. Less than 80% Marks: 25 % Penalty from monthly management fee deduction**

(7.13)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. No other demands as regards enhancement or increase shall be considered or paid by the office which is not in conformity with Annexure IV.

(7.14) Compliance with all Statutory requirements

The contractor shall be responsible to pay to the staff deployed at RGNIIPM at least minimum wages as notified by Ministry of Labour, Govt. of India (letter number 1/3/ (3)/2015/LS-II dated 31st March 2015), as per the following categories of employment listed in schedule of employment of the central sphere and minimum wages for each category mentioned therein:

Personnel /workers under Head	Name of Scheduled Employment	Category of Worker	Rate of minimum Wages including V.D.A. per day as on 1 st April 2015 (Amt. in Rs) as revised by Labour ministry
Housekeeping	Sweeping & Cleaning	Unskilled	Rs 348
Security	Watch & Ward	without arms	Rs 385
Multitask staff (Plumber, carpenter, mason, Gardner, any other work etc.) on call basis	In Building operations	Semi-skilled	Rs 385
Electrician cum Telecom Technician	In Building operations	skilled	Rs 424
Computer/network technician	In Building operations	skilled	Rs 424

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

(7.15) 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 RGNIIPM 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 RGNIIPM 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 RGNIIPM.

The contractor shall himself be responsible for adherence to all the conditions of the contract including maintenance of standards and quality.

The RGNIIPM will deal only with the contractor (successful bidder) and shall not be responsible for any dispute between the contractor and subcontractor.

(7.16) Stationery

The contractor will have to bear the cost of all the stationery, telephone, etc. required for proper execution and maintenance of record of his work. If any of the contractor's employees is found using RGNIIPM's material, RGNIIPM may recover an appropriate amount from the contractor's bills.

(7.17) Dispute & Differences

Decision of the CGPDTM/Head of Office, RGNIIPM 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.

(7.18) 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 RGNIIPM 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 CGPDTM/RGNIIPM. CGPDTM/ RGNIIPM shall also cause to pay all sums due to the contractor as provided under this contract.

(7.19) 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.

(7.20) 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 to ensure for 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 annexures form an integral part of this document:

Annexure 1: Prequalification Bid

Annexure II: Format for Technical Bid

Annexure III: Scope of Work

Annexure IV: Financial Bid

Annexure V: Form of Performance / Security Bank Guarantee Bond

Annexure VI: Asset List of contractor (will be provided by contractor/agency)

Annexure VII: Score Card (format of 100 marks)

Annexure VIII: Agreements between RGNIIPM and contractor /Agency

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 (self-attested Certificate attached)	Yes/No
4.	(a)The Bidder is having a financial turnover of Rs. 50 lakh per annum at least for any two years during the last three years. (self-attested CA certified copy of balance sheet shall be enclosed or relevant documents)	Yes/No
	(b)The agency should have successfully managed and provided integrated/Facility Management Services (FMS) at least for last three years in Govt. /PSUs / Private Sector. During the period, the agency should have provided such Facility Management Services in at least one site of at least 2500 sq.mt area. (supporting documents shall be produced)	Yes/No
5.	E.P.F. registration certificate.	Yes/No

Financial Year	Turnover Amount (Rs. lakhs) supporting document shall be submitted	Remarks, if any
2012-2013		
2013-2014		
2014-2015		

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 security guards (self-attested certificate enclosed)	Yes/No
12	A declaration certificate to the effect that a bidder has no business or family relationship with any employee of RGNIIPM	Yes/No
13	Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?	Yes/No
14	Has your firm ever failed to complete work awarded to it?	Yes/No
15	Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?	Yes/No
16	Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?	Yes/No

(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 Rajiv Gandhi National Institute of Intellectual Property Management/Patent Information System

1.	Name of Bidder company/firm/agency	
2.	Name of proprietor / Director of Bidder company /firm/agency	
3.	Full Address of Registered Office	
	Telephone No /Mobile No	
	FAX No	
	E-Mail Address	
	Website, if any	
4.	Full address of Operating/ Branch Office & Contact person	
	Telephone No./Mobile Number	
	FAX No.	
	E-Mail Address	
5.	Banker of Bidder company/ firm/ agency with full address including telephone, fax and email	
6.	PAN / GIR No	
7.	Service Tax Registration No	
8.	E.P.F. Registration No	
9.	E.S.I. Registration No	
10	Year of Experience of the Bidder in the similar field of FMS from 2010 onwards (attach supporting document, List of work orders and Completion certificate/ credentials from such clients from 2010 onwards)	
11	No. of sites/contracts where FMS services have completed or engaged in which at least one contract of Rs 50 lakhs during any two years of the last 3 years	

	<p>OR</p> <p>at least two contracts each worth Rs.25 lakhs in a year in the area of FMS during any two years of the last 3 years (attach supporting documents & details like Address of the Bidder at each site/location along with the details of contract for each location)</p>	
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Give details of the major similar contracts of FMS handled by the Bidder Company/ firm/ agency in PSUs and Government Departments and/or private sector during the last five years in the following format.

Year	Name and address of the clients including telephone, fax and email	At least two contracts each worth Rs.25 lakhs in a year in the area of FMS during any two years of the last 3 years.	Duration of Contract	
			From	To
2010-11				
2011-12				
2012-13				
2013-14				
2014-15				

Year	Name and address of the clients including telephone, fax and email	At least one contract of Rs 50 lakhs during any two years of the last 3 years	Duration of Contract	
			From	To

(if the space provided is insufficient, a separate sheet may be attached)

13.	Human resource (Document in support of no. of employees on Bidder's payroll to be attached)		
Sl. No.	Location/sites	Level / Designations of employee	Number at each level
TOTAL Employees			

14	Note on Methodology to implement the work plan at RGNIPM Nagpur
15.	Additional information, if any (Attach separate sheet, if required)

Signature of authorized person
(Name & Seal)

Date:

Place:

Annexure - III
SCOPE OF WORK AT RGNIIPM BUILDINGS AT NAGPUR

AREA OF BUILDING

The approximate built up area of the building is approximate 3000 sq.m

WORKING HOURS

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

GENERAL CONDITIONS

1. The successful Bidder/contractor/agency shall enter into a **Agreement i.e. Annexure VIII** with RGNIIPM, 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 Committee of FMS designated by RGNIIPM should be informed immediately whenever there is an emergency situation and any major work or repair 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 Committee of FMS every month.

Agency should nominate **team leader** out of the working employees at RGNIIPM and he should be able to arrange additional or skilled worker to be engaged on-call basis. He shall also be responsible for co-ordinating with external agencies and Original Equipment Manufacturers. He shall be responsible for preventive and breakdown maintenance of all the equipment's/machines/accessories/units. etc. as mentioned in Annexure VI (asset list of contractor). He will be responsible for maintaining the Complaint (Call Log) Register and compliance within 48 hours. He should be able to arrange additional or skilled worker to be engaged on-call basis.

3. The equipment, other tools and aids required for undertaking the services are to be arranged by the contractor and recorded in store of RGNIIPM for verification.
4. The contractor shall maintain all the records on electrical installations, DG sets, UPS, Lifts, fire fighting system, AC installations etc., in accordance with the statutory rules and regulations of Central and State Authorities.
5. The contractor shall also be responsible for updating and intimating the RGNIIPM 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/AGENCY, INTER ALIA, SHALL BE RESPONSIBLE FOR THE FOLLOWING WORKS:-

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 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.
- 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 RGNIPM for electrical consumables & spares as and when required and installed by the electrician appointed under contract.

B. DIESEL GENERATING SETS

- 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 officer designated by RGNIPM for diesel purchasing with prior approval of authority.

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.
- Recordkeeping of the maintenance details, getting license renewals from the authorities after approval from RGNIPM committee.

D. WATER SYSTEMS – RAW WATER, DRINKING WATER, FLUSH WATER and SANITATION, WATER TANK CLEANING

- 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.
- 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 Quarterly** (the months to be fixed) and also whenever need arises. **The cost of cleaning of water tanks which shall be borne by the agency.**
- 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 of ISI mark.
- Maintenance, repair and removal of blockage if any in drains and manholes, the charges to which shall be borne by the agency.
- Material purchases in coordination with RGNIIPM for plumbing and sanitation works as and when required.
- Regular draining out of water collected in the basement drains

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 fire fighting in the event of fire, fire information & reporting to RGNIIPM 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. AIR CONDITIONING SYSTEMS

- Daily switching on and off the duct, air conditioning units and checking parameters in the control boxes and making necessary changes.
- Uninterrupted maintenance of desired temperature in server rooms etc.
- Operation of ACs, checks and routine maintenance including minor repairs.
- Record keeping of status of AC units and ventilator systems and the services carried out by the RGNIIPM identified other contractor/s.
- Cleaning of ducts and filters of AC Units and ventilator systems at frequent intervals and when need arises.
- Record keeping of SPLIT ACs, cleaning of filters etc.
- Operation and record keeping of Chilling machines, chilled water air handling units, refrigeration machines, cooling towers, hot water generators, pumps etc. (chilling machine and compressor unit & blowers).

G. 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.

H. 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.

Daily operation and maintenance of Computer, printer, scanner, server, networking, switches, firewalls, telephone lines, etc.

I. 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 panels, minor 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 aluminium, wood and glass doors, partitions and windows and repair of handles, locks, lockers, any carpentry work etc.
- Maintenance of all signage's in the building.
- Major repairs and material purchases in coordination, approval of RGNIIPM FMS committee.

J. 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 RGNIIPM committee. Cleaning activity shall start in the morning at 9.00 AM so as to complete all the dusting/cleaning/mopping work before 9.30 AM. to ensure that the premises are clean, hygienic and aesthetically appealing at all times.
2. Continuous mopping to be done at RGNIIPM reception floor 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 panel, 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 RGNIIPM.**
5. Cleaning and dusting of entire furniture, partitions, glass panels, 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 odour free and spraying room fresheners.
7. Dusting and cleaning of areas like store rooms.
8. Cleaning of dining hall and furniture after tea/ lunch break and official gatherings.
9. Cleaning and sweeping of open area 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 (bags to be supplied by the agency) in dustbins every morning and disposal of garbage every evening after office hours to municipal collection point. Daily removing waste/garbage and dumping it at the place earmark by the local Municipal Authority for the purpose shall be at the contractor's/ agency's cost. The agency shall not dump it inside the premises of the office.
17. Taking the matter to the Municipal Authority, in case of blockage of Sewer line meant for RGNIIPM.
18. Maintenance of the outside of water purifier machines and the drains connected to it.
19. Lifting, carrying and disposing the dead birds, animals, rats, insects, snakes etc. if found in and around the office building.
20. Clearing of any choking's in the drainages, manholes etc., and ensuring that there is no blockage of drains.
21. Regular removal of beehives and cobwebs from the office building and its premises.
22. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the team leader of the contractor and will be countersigned by the **RGNIIPM FMS committee** at regular intervals and finally at the end of each month.
23. **The contractor should possess or procure needful infrastructure, gadgets, equipment and other material required for smooth housekeeping services at their own cost (except cost of material as mentioned earlier). No additional cost towards this will be borne by RGNIIPM.**

NOTWITHSTANDING ANYTHING SPECIFIED IN CLAUSES 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 **all** toilets at least twice daily (at 9.00 AM, 1.30 Noon) with phenol, chemical 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 **good quality** 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 daily morning and with plain water continuously.
- Cleaning & mopping of canteen, pantries and electrical rooms once in a day during office hours.
- Daily Cleaning of office working areas, removing dust from floors, windows, doors, furniture's, 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 Daily.
- Cleaning of carpets by soft brush and /or vacuum cleaners
- To clean glass panels on doors, windows & partitions with soap/cleaning agent
- Cleaning of blockages in sewer and pumping lines within premises as and when required.
- Cleaning gully 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 ISI 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 RGNIPM.
- **Daily operation and maintenance of Computer, Printer, server, networking, switches, UPS firewalls etc.**

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.

JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS:

- Polishing of brass items with approved brass cleaning material. Cleaning of brass letters by Brasso (polish).
- 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. Cleaning of fabric upholstered sofa sets with vacuum cleaners and leathered upholstered sofa set and all chairs with soap solution / cleaning agent of approved quality
- Washing and cleaning of driveways, parking areas and roads within the office premises.
- Lift lobby and all toilets floors and other areas of office 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 RGNIPM FMS committee.
- Cleanliness of the front heightened portion of the Building made up of glass and porch will be done at agency's own cost and no extra charges raised by the agency will be paid by the office. All cleaning equipments and materials shall be provided by the agency only.

K. GARDENING

Daily 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. all to be done by the agency's own cost.

L. PROVIDING WORKFORCE

The contractor has to provide workforce in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the **RGNIIPM FMS committee**. Tentative requirement of workforce to be deployed is given hereunder:-

Sl No.	Head under manpower required	Manpower required	Type
1	House Keeping (Monday to Saturday)	06	Unskilled
2	Security Guard (as mentioned below)	09	Watch and ward (without arm)
3	Multitask staff, including gardening, plumbing, carpentry, mason, or any work assigned by RGNIIPM (on call basis by RGNIIPM)	01	Semi-skilled
4	Electrician cum AC plant operator cum Telecom technician (Monday to Saturday)	01	Skilled
5	Computer/networking technician (Monday to Saturday)	01	Skilled

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

- I Shift : From 7:00 A.M. to 3:00 P.M. -- Two Security Guards.
II Shift : From 3:00 P.M. to 11:00 P.M. -- Two Security Guards.
III Shift : From 11:00 P.M. to 7:00 A.M. -- Three Security Guard

It is the responsibility of agency/contractor to look after the assignment of daily duties on time, daily attendance of all employees.

M. SUPPLY OF MATERIAL AND CONSUMABLES:

- The material and consumables will consist of consumables for cleaning, basic engineering tools, cleaning equipment (on rental basis, if any) and the like. All consumables materials and other related items are to be provided by the contractor and have to be of ISI marked or, where ISI marked items/consumables are not available, the same should be in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with **RGNIIPM FMS committee**.
- The contractor shall assess the quantity of consumables to be used and procure them in advance and store them at RGNIIPM on fortnightly/monthly basis. The materials are to be replenished at least 5 days in

advance. The payment for the expenditure incurred towards the cost of consumable and basic engineering tools, cleaning equipment (on rental basis, if any) shall be claimed on actual basis.

- **However, the total monthly cost of consumable and basic engineering tools, cleaning equipment, (on rental basis, if any), material etc. should not ordinarily exceed Rs. fifteen thousand per month (Rs 15000 per month) & shall be born by RGNIPM**

N. 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.

O. SECURITY

Providing round the clock security at the entrance gates and entrance lobbies including 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 **RGNIPM FMS committee** and Head of Office during alarming situations.

Shifts of working of Security Guards deployed in the office shall be adjusted so as to provide the services of security guards on all days of the week including weekly- off days

TENTATIVE LIST OF CLEANING CONSUMABLES which can be purchased with approval of FMS committee, RGNIPM and separate bills shall be provided in monthly FMS bill.

Sl. No.	Item Description
1	Kentucky Wet Mop (Full set)
2	Kentucky wet mop refill
3	Cane Mop (Full Set)
4	Cane Mop (Refill)
5	Easy Mop – full set
6.	Easy Mop refill
7.	Checked Dusting cloth – 20” X 12”
8	Mop cloth 16” X 16”
9	Glass cloth 18” X 18”
10	Nylon scrubber
11	W/c brush
12	Bottle brush
13	Coconut broom
14	Garbage bag Medium
15	Garbage bag large
16	Glass cleaning kit
17	Dust pan with brush
18	Floor scrubbing brush
19	Wiper floor Plastic wiper 18” with metal rod of 4
20	Room freshener
21	Naphthalene balls
22	Sponge
23	Patty blade
24	Bucket 6 lit
25	Plunger Block
26	Wiper – table
27	Mug – capacity 1 Ltr
28	Bucket 20 to 50 Ltrs

29	Odonil – 50 gms
30	Urinal cubes – 200 gms (one pkt consist – 6 nos.
31	Scotch brite
32	Rubber gloves Medium – Nitrile
33	Wash basin brush – Standard
34	Kettle brush – Standard
35	Blockage pusher – 4”
36	Spray bottle (1 Ltr capacity flate type)
37	Cobweb Head
38	Sweeping brush
39	Harpic or branded
40	Rubber squeezer w/h
41	Taski R1
42	Taski R2
43	Taski R3
44	Taski R4
45	Taski R5
46	Taski R6
47	Taski R7
48	R-20 Striper
49	Taski Soft Care Plus
50	Taski Resitol
51	Scrubbing Pad Green
52	Scrubbing Pad White
53	Scrubbing Pad Red
54	Purple Gloves
55	TR103
56	Crew emerald
57	Suma scale
58	Virex sanitiser
59	Auto air freshener
60	Auto air freshener refill
61	Soft Care Medplus
62	Steps long handle brush
63	Thinner
64	Caustic soda
65	Autosol
66	Brasso
67	Prill
68	Wall creaper hook
69	Urinal Screen
70	Morgan Trolley
71	V-sweeper full set
72	Jobby dust pan with handle
73	Any other items not prescribed

TENTATIVE LIST OF MECHANIZED CLEANING TOOLS & EQUIPMENTS

The tools which are required day to day basis shall be one time purchase as a RGNIPM property with approval of FMS committee, RGNIPM. Further the tools which are required fortnightly, monthly shall be hired/rented on prior permission and approval of FMS committee, RGNIPM and bills shall be included

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
15	Any other items not prescribed

TENTATIVE LIST OF MASONRY, GARDENING & ENGINEERING TOOLS,

The tools which are required day to day basis shall be one time purchase as a RGNIPM property with approval of FMS committee, RGNIPM. Further the tools which are required fortnightly, monthly shall be hired/rented on prior permission and approval of FMS committee, RGNIPM and bills shall be included

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.
26	Any other items not prescribed

**Annexure IV
Financial Bid**

(To be enclosed in a separate in sealed envelope)

Component			Wages (Central Government Minimum wages to be paid by the Bidder), Amount in Rs			
			Component 1 (as on date fixed by Central govt.)		Component 2	
			Minimum Wages including VDA as per central sphere (per day * 26)	Statutory EPF & ESIS etc. Contribution)	Total Wages per month (amount Rs)	
1	2		3	4	5	
A	Wages	Personnel /worker	No. of person			
		House Keeping (unskilled)	6			
		Multitask (semi-skilled) on call basis by RGNIIPM	1			
		Security (unarmed)	9			
		Electrician cum Telecom (Skilled)	1			
		Computer /networking technician (skilled)	1			
Total of component A (amount in Rs)						
B		Management charges (comprising management fee and other statutory payments/statutory liabilities/extra wages which bidder would like to pay to workers), which is a fixed (%) percentage on total component A	In percentage (%) _____ Write % in words _____			
C		Total A+B				
D		Service tax on C				
E		TOTAL Tender Cost Per Month is in Rs (A to D)		in words		

Material cost, consumables cost, cost of basic engineering tools, rental cost if any of cleaning equipment, etc. and the like etc. will be on actual quality required and original bill should be submitted with prior approval of Head of RGNIIPM (Before purchasing any material prior approval of purchase committee, of RGNIIPM is required) and the said cost shall be not ordinarily more than Rs 15,000 (fifteen thousand) per month.

Signature of authorized person

Date :

Place:

Full Name :

Seal:

Note:

1. The rates quoted by the Bidder should be inclusive of all taxes, statutory liabilities at the time of entering the contract.
2. The payment will be made only on the basis of exact number of working days limited to 26 days for the month for which duty has been performed in a calendar month for the Component A above.
3. The minimum wages stated in column 3, should be the up to date upto 2015 i.e. minimum wages of central sphere as notified by the Ministry of Labour, Govt. of India.
4. For Component A, the monthly wages shall be calculated by multiplying daily wage rate with 26 days. **Further 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. **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**

Annexure – V

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/RGNIIPM and _____ (hereinafter called “the said Contractor”) for the Facility Management Services at RGNIIPM/PIS, Nagpur (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 RGNIIPM/CGPDTM an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the RGNIIPM/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 RGNIIPM/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 RGNIIPM/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 in favour of “Patent Information System/RGNIIPM”.
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 RGNIIPM/CGPDTM under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till **RGNIIPM FMS committee** on behalf of the CGPDTM/RGNIIPM 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/RGNIIPM that the CGPDTM/RGNIIPM 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 CGPDTM/RGNIIPM 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 CGPDTM/RGNIIPM or any indulgence by the CGPDTM/RGNIIPM 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. 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 RGNIIPM/CGPDTM. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless³⁵a

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 the _____ day of _____

Signature of the witness

Name of the Witness

Address of the Witness

Signature ofAuthorized Official of the Bank

Name of Official

Designation

Stamp/Seal of the Bank

Annexure VI:

Asset List of contractor/Agency

(shall be attached by contractor/agency)

ANNEXURE -VII

SCORE CARD

Month:-

Sl. No	Area	Perfor mance/ marks	Target	Scores different levels of performance					Actual score for the month	
				Nil occuranc e	1 occuran ce	2 occuran ce	3 occuranc e	more than 3 occuran ce		
1	SAFETY									
	No. of incident involving the Contractor's worker	10	0	10	9	8	4	2		
2	ATTENDANCE									
	% of attendance for compulsory manning positions	10	100%	100%	99-98%	97-96%	95-90%	Less than 90%		
3	POWER SUPPLY SYSTEM									
	Power factor (curn. For the month) & power availability	10	>=0.98	>=0.98	>=0.97	>=0.96	>=0.95	Less than 0.94		
4	GENERATOR/AC/ phone lines									
	Regular, Punctual working & performance	10	100%	100%	99-98 %	97-96 %	95-94 %	less than 90 %		
5	Computer, networking, UPS									
	maintenance of all equipment's	10	100%	100%	99-98 %	97-96 %	95-94 %	less than 90 %		
6	Water tank cleaning , Carpentry, Plumbing									
	Satisfactory work as per contract	10	100%	100%	99-98 %	97-96 %	95-94 %	less than 90 %		
7	HOUSE KEEPING SERVICES									
	a	Schedule Cleaning Completion as per contract	10	100%	100%	99-98 %	97-96 %	95-94 %	less than 90 %	
					10	9	8	4	2	
	b	RGNIIPM officials cleaning complain	10	100%	100%	99-98 %	97-96 %	95-94 %	less than 90 %	
					10	9	8	4	2	
8	SECURITY SERVICES									

		Performance as per contract,	10	100%	100%	99-98%	97-96%	95-90%	Less than 90%	
					10	9	8	4	2	
9		Feedback from RGNIPM committee on overall service	10	outstanding	outstanding	Excellent	Good	Average	Below Average	
					10	9	8	4	2	
		TOTAL MARKS	100	100						

CALCULATION FOR PENALTY ON MONTHLY MANAGEMENT FEES

Each region to carryout score and decide on their monthly bill. No carryover is allowed.
To be calculated on monthly basis and deducted from the subsequent month bill.

90 – 95 % MARKS- 10% of monthly management fee deduction for that month
89 – 80 % MARKS- 20 % of monthly management fee deduction for that month
Less than 80 % MARKS- 25 % of monthly management fee deduction for that month

N.B.:- repeated low score will be treated as ground for termination of contract

Register is maintained for complains & evaluation of scorecard also based on complain register

ANNEXURE VIII
Agreements between RGNIIPM and contractor /Agency
(Agreement to be executed on Stamp Paper)

INTEGRATED FACILITY MANAGEMENT AND SERVICES AGREEMENT

This Agreement made and executed this..... Day of....., 2015

BY and BETWEEN

Office of the Controller General of Patents, Designs and Trade Marks, Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India having its office at Rajiv Gandhi National Institute of Intellectual Property Management/ Patent Information System (RGNIIPM/PIS) Plot No. 3, Hislop College Road, Opposite Maharashtra State Education Board, Civil Lines, Nagpur 400 001 (hereafter referred as PIS/RGNIIPM which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) and acting through its CGPDTM, of the FIRST PART

AND

.....(The name of the contractor), a company incorporated under the Companies Act of 1956 and having its Registered Office at.....represented herein by its Managing Director Shri/Ms.....,Authorized Signatory (which expression shall mean and include unless excluded by or repugnant to the context, its successors in interest and assigns) of the SECOND PART

WHEREAS

RGNIIPM/PIS intends to engage the services of qualified organizations/agencies engaged in the business of providing Facility Management Services i.e. Housekeeping Services, security, Maintenance and Engineering Services etc. as per tender document, of good standard and at competitive rates to take care of its day to day services as required by them for its offices located at Nagpur.

The(name of the contractor) has responded to the bid issued by RGNIIPM and represented that it has the requisite exposure, expertise and qualified personnel in the field and the price quoted by(name of the contractor) being the lowest, it was awarded the work.(name of the contractor) has further presented that it has requisite license and permission as required by law to operate and provide such service to establishments like the RGNIIPM/PIS with expected standards in execution of the assignments that may be entrusted time to time.

RGNIIPM and(name of the contractor) desire to enter into this agreement to confirm and record the terms and conditions under which the services shall be utilized by RGNIIPM/PIS.

DEFINITIONS

In this Agreement the following expressions shall have the following meanings.

1. "Commencement date" means day of 2015.
2. "Contract Period" means a period of two calendar years from the commencement date.
3. "RGNIIPM's representative" means the person the CGPDTM may appoint and notify in writing from time to time to act as RGNIIPM/PIS's representative under this agreement. He shall have the full authority to act on behalf of the CGPDTM for all purposes in connection with this agreement.
4. "The Team Leader" means the person to be appointed by(name of the contractor) and notify the RGNIIPM in writing from time to time to act as the Team leader under this agreement. He shall direct and control the overall performance of the contract on behalf of contractor/agency.
5. "Facility Costs" - This means the monthly amount due to the(name of the contractor) for providing the services to RGNIIPM/PIS, as detailed later in this agreement.
6. "Maintenance and Engineering Services Equipment" means such basic engineering hand tools & cleaning equipment, which are brought to the premises by(name of the contractor) for providing maintenance services to RGNIIPM/PIS
7. "Force Majeure" means any act of God, any national strike or affecting the Services, War (whether war is declared or not), hostilities, invasion, armed conflict or act of a foreign enemy (including terrorism), rebellion riot or insurrection, nuclear explosion, radioactive or chemical contamination unless the source or cause of contamination or radiation is brought to or near the site.
8. "The Material" means all drawings, specifications, details, technical information, schedules or other recorded information whatsoever whether stored electronically or otherwise, prepared or produced by(name of the contractor) in relation to

the Services.

9. "Premises" means the premises / building of RGNIPM/PIS at Nagpur.

10. "Services" means the services to be performed by(name of the contractor) in the Premises as detailed in Scope of work mentioned in Annexure - 1 of this agreement.

11. "Working Hours" means the hours during which the services are to be performed at the premises, including such shift timings as are prescribed excluding weekly holiday, National holidays and authorized leave as per the RGNIPM/PIS's leave rules.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN THE PARTIES HERETO AGREE AND NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. AGREEMENT PERIOD:

The agreement shall be effective fromand shall be valid for a period of two years from day of 2015 to day of 2017. (both days inclusive). The parties shall have an option to renew the same for further periods on the same terms and conditions.

2. NATURE OF SERVICES:

.....(name of the contractor) shall employ efficient, qualified and trust worthy personnel to render specialized services i.e., Facility Management Services.

The details pertaining to the above services are given in the Annexures as Below

Annexure -1 (Scope of Work)

Annexure -2 (List of Consumables & Engineering Tools

Annexure - 3 (Billing Procedure)

3. PLACE OF WORK AND DEPLOYMENT OF PERSONNEL:

Upon such communication from RGNIPM/PIS, the(name of the contractor) shall deploy its personnel for carrying out the services as per - RGNIPM/PIS's requirements/ specifications:

The personnel deployed by the successful tenderer at the below mentioned addresses should be of sound health to carry out the assignment to the satisfaction of RGNIPM/PIS..

Rajiv Gandhi National Institute of Intellectual Property Management /Patent Information System (RGNIPM/PIS)Plot No. 3, Hislop College Road, Opposite Maharashtra State Education Board, Civil Lines, Nagpur – 400 001

4. SUPERVISIOR/Team leader

.....(name of the contractor) shall deploy its authorized representative(s) and adequate supervisors(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement.(name of the contractor) shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement.

5. MANAGEMENT REPORTING

.....(name of the contractor) shall comply with management reporting formats that may be agreed to between the Team leader and the RGNIPM/PIS.

6. STANDARD OF DISCIPLINE:

.....(name of the contractor) shall ensure that it employees, while carrying out their obligations under this agreement, observe all required standards of cleanliness, decency and decorum, safety and general discipline as per tender document terms and conditions

7. CONSIDERATION

For the performance of the services for a period of one month, RGNIPM/PIS shall pay(name of the contractor) the following a monthly price of Rs. (Rupees only) for providing Facility Management Services at the premises.

The above payments are subject to deductions of TDS and other applicable taxes by RGNIPM/PIS and necessary certificates will be given by RGNIPM/PIS towards the same.

The bills will be settled by RGNIPM office after verification of the work done (as per Score Card as referred to in Annexure VII), copy of acquaintance register, 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 duly verified by FMS committee, RGNIIPM (also copy of report of attendance sheet shall be provided), , 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 FMS committee of RGNIIPM.

8. REIMBURSEMENT OF EXPENSES

Any consumable or material beyond the scope of the list of consumables as given in Annexure C or any specialized service undertaken by.....(name of the contractor) like repairs of equipment's, motors, spares and consumables for the repair etc., on instructions by RGNIIPM/PIS will be reimbursed by RGNIIPM/PIS.

The billing shall be on monthly basis and the monthly invoices for providing Facility Management services as indicated above shall be based on the actual deployment of manpower based on the service requirements, as discussed and finalized by RGNIIPM/PIS.

9 TERMS OF PAYMENT

At the start of next month.....(name of the contractor) shall send to RGNIIPM/PIS an Invoice in respect of total sum of dues to(name of the contractor).

Refer Billing procedure attached- Annexure 3

10. RGNIIPM/PIS'S OBLIGATIONS

It is clearly understood that in this contract, the control and supervision of the employees engaged by(name of the contractor) for rendering the services shall rest with(name of the contractor).

Apart from the(name of the contractor)'s equipment that the contractor has to normally use for regular maintenance and repair (including cleaning cum sanitation, plumbing, gardening, masonry, electrical and mechanical and other engineering tools), RGNIIPM/PIS shall provide any other special equipment as and when required for the proper execution of the services and shall keep the equipment in good repair and safe condition. Alternatively, RGNIIPM/PIS may authorize(name of the contractor) to purchase or hire and provide these equipment's subject to an agreement regarding costs and mode of payment. RGNIIPM/PIS shall arrange to provide to(name of the contractor) initial training for those equipment's where manufacturer's training is provided through Contract between RGNIIPM/PIS and the manufacturer.

11. TRANSITION ARRANGEMENT

.....(name of the contractor) to ensure proper inspection and takeover from the existing vendor / contractor RGNIIPM/PIS, and report any item / equipment that may not be in a condition fit for takeover, so as to enable RGNIIPM/PIS to escalate to the respective stakeholders.

12. CONTRACTOR'S LIABILITY TOWARDS DAMAGE:

The contractor shall make necessary arrangements and will take due care to prevent any damage to existing glass and steel structures of the building, intricate finishing on walls, ceiling, glass and floors etc due to any of his activities. The contractor shall be responsible for any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of CGPDTM/RGNIIPM regarding cause and cost of damage shall be final. In case the contractor fails to make good the damage to the entire satisfaction of CGPDTM, the same shall be done by the RGNIIPM/PIS and the amount will be deducted from his bill

13. FORCE MAJEURE

If by an Act of God or Act of state or whatsoever beyond the capacity or competence or power of control of the parties herein, the operation in RGNIIPM/PIS-premises becomes not possible and thereby the terms of this agreement could not be given effect to neither(name of the contractor) nor RGNIIPM/PIS shall be held liable for any service or payment as agreed upon under these presents and if the resumption of operations is not possible in the opinion of the both the parties, then in such a situation RGNIIPM/PIS and(name of the contractor) shall negotiate in good faith and may at their option resort to termination of the agreement forth with. In such an event as contemplated above, agreement shall be treated as closed and the parties shall not have any claim against each other on this account and this agreement shall be treated as closed on mutual consent.

13. STATUTORY COMPLIANCE

(a)(name of the contractor) shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions certificates, registrations to enable to discharge its obligations under this agreement, which shall be a condition precedent. Under this agreement, which shall be a condition precedent,(name of the contractor) shall furnish RGNIIPM/PIS with copies of all such licenses, certificates etc., as and when demanded by RGNIIPM/PIS

- (b)(name of the contractor) shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable, such as Employees State Insurance (ESI), Provident Fund (PF), Minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other applicable to Labour enactments.(name of the contractor) shall maintain proper books of account, records and the document and shall produce them to RGNIIPM/PIS as and when required by them. In case of accident resulting in death or injury to the individual in the work premises(name of the contractor) will be solely responsible for compensations and the legal responsibilities. It shall indemnify RGNIIPM/PIS from all legal implications.
- (c)(name of the contractor) shall be alone be responsible for the payment of wages and all other statutory payment /legal dues applicable to its employees deployed under this agreement, from time and at all times, during the existence of this agreement.
- (d)Any revision in the statutory obligations like Minimum Wages, ESI etc., stipulated by the Government has to borne by RGNIIPM/PIS.
- (e)(name of the contractor) will comply with the norms of Health, Safety and Environment of the Company.
- ei)Minimum payment would be as per the minimum wages notified by the Central Government applicable at the location of services. Offered wages shall not be acceptable, if it is below the minimum wages and statutory dues. The agency shall also comply with all Acts, laws and other statutory rules, regulations, bye-laws, etc., as are applicable or which might become applicable to Nagpur with regard to performance of the work included herein or touching upon this contract including Minimum Wages Act. Any liability arising under Municipal, State or Central Govt. laws and regulations will also be the sole responsibility of the concerned agency and the RGNIIPM/PIS shall not be responsible for such liabilities in any case. The agency will not ask for any enhancement of approved rates during the contract period unless Organization so desires on its own for justified reasons under the changes of Minimum Wages rates & other Statutory Laws. It will be the sole liability of the agency to pay the wages, provident fund, ESI, EPF etc. its employees as may be applicable under the relevant laws /rules. However, amount agreed under the contract will only be reimbursed /paid to the agency. The minimum wages statutory obligations and other legal requirements should be the labiality of service provider including ESI, EPF, Etc. The agency shall also be responsible for providing all such amenities as are required to be provided under the provisions of various statutory laws including Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of the agency to provide such amenities, the RGNIIPM/PIS shall be free to provide the same and recover all expenses so incurred in providing such amenities from the agency by any suitable manner / method as may be deemed fit by the office. That agency will furnish to the RGNIIPM/PIS the full particulars of the personnel deputed etc., and they will also ensure the verification of antecedents of such personnel from their Ex-employer / Police. The agency shall undertake to indemnify RGNIIPM/PIS/CGPDTM for any liability under any law arising out of the entered contract. The Contractor/ Agency shall take full responsibility of the salaries and emoluments of the Housekeeping personnel. The Contractor/ Agency shall ensure compliance to the Minimum Wages Act, ESI and PF and other aspects as applicable in labour laws and shall intimate the PF & ESI. Nos. of personnel engaged in this contract to this office. The persons deployed by the bidder shall always carry the proof that they have been covered under ESI, PF. Mere proof of furnishing the code number of the bidder is not sufficient. The agency shall make the payment of wages through the Bank Account of individual Housekeeping personnel. The payment may be made on monthly basis through ECS System also.
- f).The agency shall have to submit the bank statement as a proof of payment of the wages to the personnel. The Department reserves the right to terminate the agreement or recover the losses in the event of any failure or laps on the part of the bidder. The HO/DDO, RGNIIPM/PIS, Nagpur is the final authority in determining the value of the losses or the lapse on the part of the bidder.
- g)The contract personnel must be provided with uniform (as approved by RGNIIPM/PIS), shoes, ID Cards by the firm as per tender document.
- h)The persons deployed for security/Housekeeping/skilled and unskilled work by the contractor will have no claim for Government job or regular job in the RGNIIPM/PIS. The social security and other insurance charges should be borne by the company and this department does not undertake any liability towards the same.
- i) Rates quoted/accepted will be valid for at least two years from the Date of Agreement.
- j)The agency has to deposit a Performance Security Deposit/Bank Guarantee equivalent to 5% (five percent) of total contract value. This Deposit will be released after the expiry of the contract.
- k)The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Act, 1961, as amended from time to time and a certificate to this effect shall be provided to the Contractor by the RGNIIPM/PIS.
- l)The personnel provided / supplied shall be under the direct control and supervision of the agency. However, they shall comply with the oral and written instructions given on day to day basis by the authorized officer I representative of the RGNIIPM/PIS from time to time. They will be bound by the timings, duty, placement, locations, rules, instructions etc., as may be given and decided by the RGNIIPM/PIS.
- m)The agency shall deploy one supervisor/team leader for both security and housekeeping who shall be responsible for proper functioning and work execution by FMS personnel and who shall be in constant liaison with designated official of RGNIIPM/PIS.
- n) The agency shall not sub-let the contract without prior permission of the RGNIIPM/PIS.

- o) RGNIIPM/PIS shall deduct proportionate amount for each day of absence of the personnel while making payment to the agency each month. RGNIIPM/PIS can also deduct the amount for late coming or early going as per the rules /guidelines framed and made applicable by the RGNIIPM/PIS from time to time.
- p)The agency shall be responsible for discipline and conduct of the Personnel sponsored by them. In case, the personnel are found lacking in discipline and their quality of work deteriorates during the course of the contract, the agency shall provide a suitable substitute/ replacement of personnel with immediate effect on the direction of RGNIIPM/PIS. All personnel engaged should be provided proper I.D. Card by the Agency.
- q) During the subsistence of the contract, the RGNIIPM/PIS will not undertake any monetary liability other than the amount payable to the agency for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the agency. Even if the RGNIIPM/PIS have to bear such liabilities on unforeseen circumstances / occasions, the RGNIIPM/PIS will recover such amount from the agency by adjusting the amount payable to them.
- r)In case the employees of the agency do not attend the work at any time for whatever reason, the agency shall make alternate arrangements at no extra cost to the RGNIIPM/PIS so that the daily work does not suffer. If no such alternate arrangements are made, double to the proportionate deductions shall be made out of the contracted amount. The RGNIIPM/PIS shall also be free to make its own alternate arrangements, the cost of which shall be recovered from the agency.
- s). If the agency fails to render any or all the services, for any period during the currency of the contract, the RGNIIPM/PIS shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the agency.
- t). If the agency fails to provide satisfactory performance, the RGNIIPM/PIS shall be at liberty to terminate the contract forthwith.
- u).The initial period of the contract will be for two years from the date of award of the contract, and on expiry of the said period, the contract may be extended with the mutual Consent and terms & conditions of both the parties. However, contract can be terminated at any time without assigning any reason by CGPDTM/RGNIIPM by giving notice. The agency shall also provide identity cards to the personnel deployed in the office carrying the photograph of the personnel and personal information as the name, date of birth, address and identification mark etc.
- v).The owner/partner/ authorized person or manager of the agency should be available on his own direct telephone (office as well as residence) and also on mobile phone for assistance in relation to supply of manpower and services etc. The Contractor supplying the persons is responsible for the conduct of the personnel provided by the firm.The Contractor will be fully responsible for any accident or mishaps involving workers engaged by the contractor and the contractor would pay claims made by these victims and no liability whatsoever shall lie on the office.**The office may increase/decrease number of person required from time to time on even very short notice. If any person is to be deployed as per requirement of the office, the contractor shall be under obligation to provide such personnel including technical personnel and those required for the security services on the same terms and conditions and rate as provided in the tender.**
- w).The housekeeping system should be managed by the housekeeping services team and relievers and no extra payment shall be made on whatsoever account.
- x)The housekeeping arrangements shall be made as per the requirement of RGNIIPM/PIS.
- y)The names of the personnel deployed for facility management should be available at any time for inspection to the RGNIIPM/PIS authority.
- z).The Contractor shall make payment to the personnel on or before 7th of every month and there shall be no linkage between this payment and the payment made by the department (RGNIIPM/PIS) to the Contractor. Failure to this effect will lead to terminate the contract automatically.
- Zi).All movable property will be kept under lock and key and housekeeping services shall be responsible for any damage or loss to the Government property under housekeeping custody and appropriate recoveries will be affected from the monthly payments of the agency, if negligence of services takes place.
- Zii).The Housekeeping personnel should be changed periodically in consultation with RGNIIPM/PIS to avoid local influence.
- Ziii).The firm should provide the personnel between the age group of 18-50 years and no relaxation is admissible.
- Ziv).The deployment of personnel will be monitored by an officer of this Department daily and also review the activities.
- Zv).The contractor shall keep RGNIIPM/PIS/ CGPDTM and all officials of these offices 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.
- Zvi).The Contractor shall keep the RGNIIPM/PIS/ CGPDTM and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of contractors' employees or 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.
- Zvii).The contractor shall also execute an indemnity bond in favour of CGPDTM/RGNIIPM, in the standard format, in this regard.
- Zviii).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.

Zix). All disputes are subject to jurisdiction of Nagpur Courts.

Zx). 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.

Zxi). 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.

Zxii). The vendor shall be responsible to get the authentic verification of the quality, quantity and the cost of cleaning material by the store/care taker of this office every month.

14. CONFIDENTIALITY /SECRECY

.....(name of the contractor) and its supervisors if any, its employees and anyone acting under it for the purpose of this agreement shall maintain strict confidentiality of the information belonging to RGNIIPM/PIS that may have come into /its their possession or knowledge because of the services rendered by them under this agreement. Such information shall not be divested or disclosed to any other third party under any circumstances, whatsoever, without obtaining prior written approval from RGNIIPM/PIS.

15. TERMINATION:

This contract can be terminated by either party by giving **three months' notice** in advance to the other.

On termination of the employment of(name of the contractor), suitable steps shall be taken by RGNIIPM/PIS to bring to an end their services rendered in a smooth and orderly manner.

In addition,(name of the contractor) shall, cause to be delivered to RGNIIPM/PIS all details, plans, technical data, maintenance schedules, related data correspondence and documentation in their possession relating to the services.

16. SEVERABILITY

In the event of any one or more of the provisions of the agreement is /are held to be unenforceable under law, such enforceability in so far as its severable shall not affect any other provision of this agreement. The parties shall negotiate in good faith to replace the unenforceable provision/s by such as has the effect nearest to that of the provisions being replaced.

17. DISPUTE RESOLUTION

It is mutually agreed between the parties that in the event of any difference of opinion arising out of/ or relating to this agreement including interpretation of its terms, will be resolved through joint discussion of the authorized signatory of(name of the contractor) and CGPDTM of RGNIIPM/PIS.

18. ARBITRATION

Any dispute or difference between the Parties with regard to this Agreement and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by CGPDTM.

19. JURISDICTION

Without affecting the validity of Clause 18 above, the Parties shall be subject to the exclusive jurisdiction of courts at Nagpur.

20. GOVERNING LAW

This Agreement shall be governed in accordance with the laws applicable in India.

21. NOTICE:

Any notice or demand required or permitted to be given hereunder shall be given in writing and shall be deemed sufficiently given when delivered personally to the party to whom it is directed or sent by telecopier or by registered mail at the address set forth on the first page hereof. Any notice or demand given by personal delivery shall be deemed to have been received on the date of delivery, and any notice or demand sent by telecopier, the first business day after transmission and in case of registered mail, on the third business day after which is mailed.

22. INDEMNITY:

.....(name of the contractor) shall keep RGNIIPM/PIS indemnified against all losses, claims, costs, damages, levy of fees or consequences which RGNIIPM/PIS may be put to or suffer on account of the services undertaken by(name of the contractor) under this agreement.(name of the contractor) shall keep RGNIIPM/PIS indemnified against all losses, expenses and all losses, expenses and all adverse consequences arising out of any non-compliance, deficiency, non-implementation of various provisions of statutory requirements to be complied by(name of the contractor). A separate indemnity bond is executed and signed by(name of the contractor) and forms part of the agreement.

23. LIMITATION OF LIABILITY

In no event shall RGNIIPM/PIS be liable to(name of the contractor), whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, lost business or profits.(name of the contractor)'s liability under this agreement shall not exceed the aggregate amounts, which may be payable by RGNIIPM/PIS if any liability arises due to this contract, whether under contract, tort, under any warranty or any other theory of liability.

24. PENALTY:

A score card system as per **Annexure VII will be implemented after two months** from the date of taking over of operations by(name of the contractor) at all RGNIIPM/PIS locations covered under this agreement. The basis of calculation of the over all score achieved in the score card system linked with the performance of service delivery by(name of the contractor) is applicable as enumerated below:

Overall Score is "between 90 and 95 - Penalty of 10% of the mgt. fee is applicable.

Overall Score is between 89 and 80 - Penalty of 20% of the mgt. fee is applicable.

Overall Score is less than 80 - Penalty of 25% of the mgt. fee is applicable.

Repeated low scores will be treated as ground for termination of contract.

25. Safety Requirements:

The contractor shall at his own expenses provide safety measurements/facilities to the man-power deployed at site. These measurements/facilities to be provided by the contractor shall also include helmets, safety belts, gloves, who shall also take adequate steps to ensure for 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 programme to protect contractor's employees from hazards through procedures, practices and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

For RGNIIPM/PIS

For Agency/ Contractor.....

AUTHORIZED SIGNATORY

Witness

Annexure - 1 (Part of agreement)

Scope of Work at RGNIIPM/PIS Buildings at Nagpur

Area of Buildings :

The approximate plot having area of 3010 Sq meter

Working Hours

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

General Conditions

1. The successful Bidder shall enter into a Service Level Agreement with CGPDTM/PIS/RGNIIPM which will cover the details of manpower that will be deployed, their working hours and on-call availability. The contractor should adhere to the any conditions mentioned in tender document
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 RGNIIPM/PIS locations should be informed immediately whenever there is an emergency situation and any major work or repaired 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 Team leader. The Team leader should be able to arrange additional or skilled worker to be engaged on-call basis. Team leader shall also be responsible for co-ordinating with external agencies and Original Equipment Manufacturers.
4. The team leader deployed shall be responsible for preventive and breakdown maintenance of all the equipment's/machines/accessories/units etc. as mentioned. The Team leader 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.
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 RGNIIPM/PIS 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/AGENCY, INTER ALIA, SHALL BE RESPONSIBLE FOR THE FOLLOWING WORKS:-

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 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
- 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 RGNIIPM for electrical consumables & spares as and when required and installed by the electrician appointed under contract.

B. DIESEL GENERATING SETS

- 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 officer designated by RGNIIPM for diesel purchasing with prior approval of authority.

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.
- Recordkeeping of the maintenance details, getting license renewals from the authorities after approval from RGNIIPM committee.

D. WATER SYSTEMS – RAW WATER, DRINKING WATER, FLUSH WATER and SANITATION, WATER TANK CLEANING

- 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.
- 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 Quarterly** (the months to be fixed) and also whenever need arises. **The cost of cleaning of water tanks which shall be borne by the agency.**
- 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 of ISI mark.
- Maintenance, repair and removal of blockage if any in drains and manholes, the charges to which shall be borne by the agency.
- Material purchases in coordination with RGNIIPM for plumbing and sanitation works as and when required.
- Regular draining out of water collected in the basement drains

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 fire fighting in the event of fire, fire information & reporting to RGNIIPM 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. AIR CONDITIONING SYSTEMS

- Daily switching on and off the duct, air conditioning units and checking parameters in the control boxes and making necessary changes.
- Uninterrupted maintenance of desired temperature in server rooms etc.
- Operation of ACs, checks and routine maintenance including minor repairs.
- Record keeping of status of AC units and ventilator systems and the services carried out by the RGNIIPM identified other contractor/s.
- Cleaning of ducts and filters of AC Units and ventilator systems at frequent intervals and when need arises.
- Record keeping of SPLIT ACs, cleaning of filters etc.
- Operation and record keeping of Chilling machines, chilled water air handling units, refrigeration machines, cooling towers, hot water generators, pumps etc. (chilling machine and compressor unit & blowers).

G. 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.

H. 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.

Daily operation and maintenance of Computer, printer, scanner, server, networking, switches, firewalls, telephone lines, etc.

• **I. 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 panels, minor 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 aluminium, wood and glass doors, partitions and windows and repair of handles, locks, lockers, any carpentry work etc.
- Maintenance of all signage's in the building.
- Major repairs and material purchases in coordination, approval of RGNIPM FMS committee.

J. 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 RGNIPM committee. Cleaning activity shall start in the morning at 9.00 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 to be done at RGNIPM reception floor 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 panel, 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 RGNIPM.**
5. Cleaning and dusting of entire furniture, partitions, glass panels, 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 odour free and spraying room fresheners.
7. Dusting and cleaning of areas like store rooms.
8. Cleaning of dining hall and furniture after tea/ lunch break and official gatherings.
9. Cleaning and sweeping of open area 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 (bags to be supplied by the agency) in dustbins every morning and disposal of garbage every evening after office hours to municipal collection point. Daily removing waste/garbage and dumping it at the place earmark by the local Municipal Authority for the purpose shall be at the contractor's/ agency's cost. The agency shall not dump it inside the premises of the office.
17. Taking the matter to the Municipal Authority, in case of blockage of Sewer line meant for RGNIPM.
18. Maintenance of the outside of water purifier machines and the drains connected to it.
19. Lifting, carrying and disposing the dead birds, animals, rats, insects, snakes etc. if found in and around the office building.
20. Clearing of any choking's in the drainages, manholes etc., and ensuring that there is no blockage of drains.
21. Regular removal of beehives and cobwebs from the office building and its premises.
22. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the team leader of the contractor and will be countersigned by the **RGNIPM FMS committee** at regular intervals and finally at the end of each month.
23. **The contractor should possess or procure needful infrastructure, gadgets, equipment and other material required for smooth housekeeping services at their own cost (except cost of material as mentioned earlier). No additional cost towards this will be borne by RGNIPM.**

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 **all** toilets at least twice daily (at 9.00 AM, 1.30 Noon) with phenol, chemical 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 **good quality** 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 daily morning and with plain water continuously.
- Cleaning & mopping of canteen, pantries and electrical rooms once in a day during office hours.
- Daily Cleaning of office working areas, removing dust from floors, windows, doors, furniture's, 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 Daily.
- Cleaning of carpets by soft brush and /or vacuum cleaners
- To clean glass panels 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 ISI 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 RGNIIPM.
- **Daily operation and maintenance of Computer, Printer, server, networking, switches, UPS firewalls etc.**

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.

JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS:

- Polishing of brass items with approved brass cleaning material. Cleaning of brass letters by Brasso (polish).
- 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. Cleaning of fabric upholstered sofa sets with vacuum cleaners and leathered upholstered sofa set and all chairs with soap solution / cleaning agent of approved quality
- Washing and cleaning of driveways, parking areas and roads within the office premises.
- Lift lobby and all toilets floors and other areas of office 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 RGNIIPM FMS committee.
- Cleanliness of the front heighted portion of the Building made up of glass and porch will be done at agency's own cost and no extra charges raised by the agency will be paid by the office. All cleaning equipments and materials shall be provided by the agency only.

K. GARDENING

Daily 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. all to be done by the agency's own cost.

L. PROVIDING WORKFORCE

The contractor has to provide workforce in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the **RGNIIPM FMS committee**. Tentative requirement of workforce to be deployed is given hereunder:-

Sl No.	Head under manpower required	Manpower required	Type
1	House Keeping (Monday to Saturday)	06	Unskilled
2	Security Guard (as mentioned below)	09 (male)	Watch and ward (without arm)
3	Multitask staff, including gardening, plumbing, carpentry, mason or any work assigned by RGNIIPM (on call basis by RGNIIPM)	01	Semi-skilled
4	Electrician cum AC plant operator cum Telecom technician (Monday to Saturday)	01	Skilled
5	Computer/networking technician (Monday to Saturday)	01	Skilled

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

I Shift : From 7:00 A.M. to 3:00 P.M. --- Two Security Guards.

II Shift : From 3:00 P.M. to 11:00 P.M. --- Two Security Guards.

It is the responsibility of agency/contractor to look after the assignment of daily duties on time, daily attendance of all employees.

M. SUPPLY OF MATERIAL AND CONSUMABLES:

- The material and consumables will consist of consumables for cleaning, basic engineering tools, cleaning equipment (on rental basis, if any) and the like. All consumables materials and other related items are to be provided by the contractor and have to be of ISI marked or, where ISI marked items/consumables are not available, the same should be in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with **RGNIIPM FMS committee**.
- The contractor shall assess the quantity of consumables to be used and procure them in advance and store them at RGNIIPM on fortnightly/monthly basis. The materials are to be replenished at least 5 days in advance. The payment for the expenditure incurred towards the cost of consumable and basic engineering tools, cleaning equipment (on rental basis, if any) shall be claimed on actual basis.
- **However, the total monthly cost of consumable and basic engineering tools, cleaning equipment, (on rental basis, if any), any material as required as approved by RGNIIPM committee etc. should not ordinarily exceed Rs. fifteen thousand per month (Rs 15000 per month).**

N. 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.

O. SECURITY

Providing round the clock security at the entrance gates and entrance lobbies including 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 **RGNIIPM FMS committee** and Head of Office during alarming situations.

Shifts of working of Security Guards deployed in the office shall be adjusted so as to provide the services of security guards on all days of the week including weekly- off days

ANNEXURE - 2, LIST OF CLEANING CONSUMABLES (part of agreement)
TENTATIVE LIST OF CLEANING CONSUMABLES which can be purchased with approval of FMS committee, RGNIPM and separate bills shall be provided in monthly FMS bill.

Sl. No.	Item Description
1	Kentucky Wet Mop (Full set)
2	Kentucky wet mop refill
3	Cane Mop (Full Set)
4	Cane Mop (Refill)
5	Easy Mop – full set
6.	Easy Mop refill
7.	Checked Dusting cloth – 20” X 12”
8	Mop cloth 16” X 16”
9	Glass cloth 18” X 18”
10	Nylon scrubber
11	W/c brush
12	Bottle brush
13	Coconut broom
14	Garbage bag Medium
15	Garbage bag large
16	Glass cleaning kit
17	Dust pan with brush
18	Floor scrubbing brush
19	Wiper floor Plastic wiper 18” with metal rod of 4
20	Room freshener
21	Naphthalene balls
22	Sponge
23	Patty blade
24	Bucket 6 lit
25	Plunger Block
26	Wiper – table
27	Mug – capacity 1 Ltr
28	Bucket 20 to 50 Ltrs
29	Odonil – 50 gms
30	Urinal cubes – 200 gms (one pkt consist – 6 nos.
31	Scotch brite
32	Rubber gloves Medium – Nitrile
33	Wash basin brush – Standard
34	Kettle brush – Standard
35	Blockage pusher – 4”
36	Spray bottle (1 Ltr capacity flate type)
37	Cobweb Head
38	Sweeping brush
39	Harpic or branded
40	Rubber squeezer w/h
41	Taski R1
42	Taski R2
43	Taski R3
44	Taski R4
45	Taski R5
46	Taski R6
47	Taski R7
48	R-20 Striper
49	Taski Soft Care Plus
50	Taski Resitol
51	Scrubbing Pad Green

52	Scrubbing Pad White
53	Scrubbing Pad Red
54	Purple Gloves
55	TR103
56	Crew emerald
57	Suma scale
58	Virex sanitiser
59	Auto air freshener
60	Auto air freshener refill
61	Soft Care Medplus
62	Steps long handle brush
63	Thinner
64	Caustic soda
65	Autosol
66	Brasso
67	Prill
68	Wall creaper hook
69	Urinal Screen
70	Morgan Trolley
71	V-sweeper full set
72	Jobby dust pan with handle
73	Any other items not prescribed

TENTATIVE LIST OF MECHANIZED CLEANING TOOLS & EQUIPMENTS

The tools which are required day to day basis shall be one time purchase as a RGNIIPM property with approval of FMS committee, RGNIIPM. Further the tools which are required fortnightly, monthly shall be hired/rented on prior permission and approval of FMS committee, RGNIIPM and bills shall be included

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
15	Any other items not prescribed

TENTATIVE LIST OF MASONRY, GARDENING & ENGINEERING TOOLS,

The tools which are required day to day basis shall be one time purchase as a RGNIIPM property with approval of FMS committee, RGNIIPM. Further the tools which are required fortnightly, monthly shall be hired/rented on prior permission and approval of FMS committee, RGNIIPM and bills shall be included

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.
26	Any other items not prescribed

ANNEXURE-3, BILLING PROCEDURE (part of agreement)

- Invoices shall be raised on the first working day of the next calendar month.
- Billing at agreed rates will be made on man-month basis, based on actual manpower deployed limited to the manpower specified in the contract unless otherwise permitted by the O/o CGPDTM in advance for extra manpower.
- 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 (arrived at by dividing the quoted monthly rate by 26 by the actual no. of days present). It will be the responsibility of the contractor to ensure that the services envisaged under this contract are available to the IP offices on every day of the week by staggering the rest days of the workers (this will be informed in advance to the RGNIPM/PIS).
- The bills will be settled by RGNIPM office after verification of the work done (as per Score Card as referred to in Annexure VII), copy of acquaintance register, 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 duly verified by FMS committee, RGNIPM (also copy of report of attendance sheet shall be provided), , 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 FMS committee of RGNIPM & DDO/HO RGNIPM.
- The total monthly cost of consumable materials and basic engineering tools, cleaning equipment, (on rental basis, if any), material etc. should not ordinarily exceed Rs. fifteen thousand per month (Rs 15000 per month) & shall be born by RGNIPM
- For the items/works not covered under financial bid, the bill should be submitted to RGNIPM/PIS along

with the sanctioned work slips duly certified by the team leader and endorsed by the dedicated RGNIIPM Committee, failing which the bill shall not be accepted for payment by the Head of Office.

- The following documents will be enclosed along with the bill
Attendance register /record for the month
PF/ESI Challan (Consolidated challan) of the previous month.
- Management fee will be @% of (Manpower cost)
- Invoice shall be submitted at the respective locations and RGNIIPM/PIS shall nominate the person to whom the invoices are to be submitted.

For RGNIIPM/PIS

For Agency/ Contractor.....

Witness

AUTHORIZED

SIGNATORY