TENDER DOCUMENT

FOR

**PROVIDING HOUSEKEEPING SERVICES**

AT

INTERNATIONAL CENTRE FOR GENETIC ENGINEERING & BIOTECHNOLOGY (ICGEB)

Aruna Asaf Ali Marg, New Delhi – 110067

Website: [www.icgeb.res.in](http://www.icgeb.res.in)

**TENDER NOTICE**

**INTRODUCTORY NOTE:**

ICGEB is an international organization dedicated to advanced research and training in molecular biology and biotechnology, with special regard to the need of the developing world.  ICGEB, New Delhi Component has been given privileges and immunities as for other UN Organizations in India vide Government of India’s gazette notification no. 216, SO 403(E) dated 12 April 1988.

ICGEB invites sealed Bids to meet the immediate requirementfor Housekeeping Services in the ICGEB Campus within short time span, from contractors who possess adequate resources and trained/skilled manpower to carry out the said work.

1. ICGEB invites sealed Bids from the intending Bidders for providing Housekeeping Services in the ICGEB Campus. Sealed Bids from the Bidders shall be received by **17.00 hours on or before 6th March, 2017.**
2. Interested & competent firm/individual may receive Bid documents from the office of the Component Manager, ICGEB, from **21st February, 2017 to 5th March, 2017**, during working hours.
3. Bid Documents comprising instruction to Bidders, Bid Forms, Technical Specifications and Terms & Conditions can be downloaded from the website of the ICGEB [www.icgeb.res.in](http://www.icgeb.res.in) and by clicking on the link ‘announcements and notices’.
4. Bid Documents duly filled, shall be submitted in a sealed envelope bearing the words “Housekeeping Services at the ICGEB, New Delhi Component".
5. Bids must be accompanied by Earnest Money Deposit (EMD) covering an amount equivalent to Rs. 50,000/- (Fifty thousand only) in the form of DD issued by any Commercial Bank in favour of “International Centre for Genetic Engineering & Biotechnology” payable at New Delhi.
6. Technical Bids shall be opened in presence of the Bidders and or their representatives at ICGEB in front of the ‘Bid Evaluation Committee’. The time and date will be intimated to the bidders in advance. Date & time of opening of the Financial Bids will be informed only to the competent Technical Bidders after evaluation of the Technical Bids by the Bid Evaluation Committee.
7. Bids should comply in all respects with the instruction to Bidders in the Bid Document.
8. Award of the contract for providing Housekeeping Services will be made to the Bidder whose Bid has been determined to be substantially responsive from both technical and financial consideration by the Bid Evaluation Committee.
9. ICGEB reserves all rights to reject any /all Bids received or /and accept any Bid or part of Bid or multiple Bids without assigning any reason.

**IMPORTANT INFORMATION**

|  |  |
| --- | --- |
| **Earnest Money Deposit (EMD)** | Rs. 50,000/- (Rupees fifty thousand only) in the form of a demand draft to be drawn in favour of **International Centre for Genetic Engineering & Biotechnology payable at New Delhi**. |
| **Distribution of Tender Document** | All working days during office hours starting from 21st February, 2017 – 5th March, 2017. |
| **Last date for seeking clarification and/or site visit** | 5th March, 2017 on or before 17:00 hours |
| **Last Date and time for Bid Submission** | 6th March, 2017 on or before 17:00 hours  (Bids received after this date and time will not be accepted) |
| **Address at which**  **Bid is to be submitted** | Component Manager, International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067.  The Bid is required to be submitted in person along with all the specified documentation and EMD. Bidder is requested to obtain due acknowledgement of submission of proposal. |
| **Date, Time & Place  of opening of the Technical Bid** | Time and date will be intimated in advance through e.mail and or telephone.  Place: International Centre for Genetic Engineering & Biotechnology (ICGEB), Aruna Asaf Ali Marg, New Delhi – 110067. |
| **Date, Time & Place  of opening of the Financial Bid** | Time and date to be informed later through e-mail and telephone.  Place: International Centre for Genetic Engineering & Biotechnology (ICGEB), Aruna Asaf Ali Marg, New Delhi – 110067. |
| **Method of selection** | The interested Firms/Individuals will be required to submit the Technical and Financial proposals separately. The Financial Proposals of the Firms/Individuals that qualify the Technical Evaluation will be considered. Further, the Firm/Individual having the least quote (L1) in its financial proposal will be awarded the contract. |

**MINIMUM ELIGIBLITY CRITERIA:**

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their official letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

1. The firm should have at least 5 years work experience (continuous service in a single organisation) in providing housekeeping services in International / National Institutions / guest houses, Research Laboratories/Centres etc., of similar nature. Bidders with experience in providing housekeeping services in independent campuses, (i.e. not part of any other building where maintaining vacant land is not required), guest houses within such campuses will be preferred.
2. The Bidder, should have an average annual turnover of not less than Rs.30,00,000/- (Rupees Thirty lakhs only) per annum for the last three audited years (FY 2013-14, 2014-15, 2015-16) in similar kind of business as mentioned in point no. (1) above.
3. The Bidder should have successfully completed one single assignment of similar kind for Rs.24,00,000/- (Rupees Twenty four lakhs only) within the previous 3 years.
4. The bidder should have valid **VAT/TIN, Service Tax, ESI & EPF** registration certificates from relevant authorities (provide latest receipts/challans for documentary evidence).
5. All the bidders shall have to produce documentary evidence for the satisfactory completion of similar works as mentioned above executed by them from the concerned authorities.
6. The Company / Firm / Individual, any Partners of the firm should not be black listed by any PSU or Government departments/ UN or its agencies/ institutions/ private organisations in respect of any assignments or behaviour of any Partner/ employee. The firm / Individual will provide an undertaking that such Partner/ employee will not be involved in the said contract, directly or indirectly.
7. An undertaking should be submitted that there are no legal suits / criminal cases pending against the Firm and its Proprietor/Partners or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.
8. All entries in the Application form 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.

**GENERAL TERMS AND CONDITIONS OF THE BID**

**Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.**

1. **THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS**, forms, terms and conditions in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
2. **THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and ICGEB in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. **PROFESSIONAL EXCELLENCE AND ETHICS**: ICGEB requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
4. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event ICGEB may make the award to the next lowest evaluated bidder or call for new bids.
5. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Rate Contract.
6. **CONDITIONAL BIDS:** If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected.
7. **PERIOD OF VALIDITY.** Bids shall remain valid for **180 days** after last date for bid submission prescribed by ICGEB which may be extended with mutually agreed terms. A bid valid for a shorter period may be rejected by ICGEB as non-responsive.
8. **SECURITY DEPOSIT:** The successful bidder would have to deposit an amount of 10% of the Annual contract value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of ICGEB which would remain with ICGEB during the contract period and no interest shall be payable on the Security Deposit amount.
9. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, ICGEB may notify the bidder in writing that its bid has been accepted. After notification of award, the bidder will submit Security deposit and sign the Contract.

**PRE-BID MEETING & QUERY:**

1. The Pre-Bid Meeting shall be hosted by ICGEB.
2. The Bidder or its official representative will be invited to attend the pre-bid meeting.
3. The date, time and venue of the meeting will be intimated in advance.
4. Bidders may confirm their participation in advance.
5. The purpose of the meeting is to provide Bidders information regarding the Tender, project requirements, and opportunity to seek clarifications regarding any aspect of the Tender Document and the assignment. However, ICGEB reserves the right to hold or re-schedule the Pre-Bid meeting.
6. The Bidders will have to send their queries for Pre-Bid meeting by email only in the prescribed format Annexure - D (only in Excel file) mentioned in this Tender Document.
7. ICGEB may make modifications to the Tender Document if felt necessary as a result of the Pre-bid meeting. All such modifications made to the Tender Document by ICGEB will be issued as a corrigendum to the Tender.
8. Any such modifications resulting out of the Pre-bid meeting will be circulated to the Bidders through website [www.icgeb.res.in](http://www.icgeb.res.in) or by email.
9. ICGEB will not be responsible for non-receipt of corrigendum/modifications published/sent by ICGEB to the Bidder.

**PREPARATION AND SUBMISSION OF THE BID DOCUMENT:**

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications stated in the Bid Documents. Failure to furnish all information required in the Bid Document or submission of a Bid not substantially responding to the Bid Documents in every respect will be at the Bidder’s risk and may result in the rejection of the Bid. The following sections of the Bid Documents must be completed and submitted by the Bidder:

**TECHNICAL BID (Part – I):**

# Technical Bid Form.

# Certificate of registration (VAT/TIN, Service Tax, ESI & EPF).

# Documentary evidence for minimum qualifying criteria (incl. Annexure – D).

# EMD DD of Rs. 50,000/-.

# Details of Employees and their contact numbers.

# Turnover certificates of last 3 years (Annexure – A).

* Tax Clearance Certificate.
* Undertakings / declaration certificates (Annexure – B & C)
* Instructions to the bidder (duly signed on all pages).

**FINANCIAL BID (Part – II):**

* Price Bid (Schedule of Rates)

**BID PRICE:**

The Bidder shall mention on the Schedule of Rates enclosed to this document, the asking price for providing housekeeping services (Monday to Saturday), in the ICGEB Campus. The cost break-up should be clearly detailed and VAT/ sales/ service and other taxes already paid or payable should be shown separately.

**ICGEB reserves the right to:**

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality of cleaners to be deployed in the campus with respect to their skills/training for the said job.
3. Reduce or increase the housekeeping staff as per requirements.

**EARNEST MONEY DEPOSIT:**

Earnest money deposit amount equivalent to Rs. 50,000/- in the form of DD issued by any Commercial Bank in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi must accompany the Technical Bid. The E.M.D. shall be valid for the term of the contract. Bids not accompanied by E.M.D. shall be rejected. E.M.D. of unsuccessful Bidders will be returned as early as possible. The E.M.D. shall be forfeited if a Bidder withdraws its Bid during the period of validity.

**SITE VISIT:**

Interested Bidders may visit the ICGEB Campus before submission of the bid. For site visit, please contact Ms. Gita Prakash, Component Manager, Tel: 26741358, 26742357 on any working day (Monday to Friday) between 10:00 to 17:00 hours

**FORMAT AND PREPARATION OF THE BID:**

Interested Bidders may collect a stamped and signed copy of the Bid Document from ICGEB on all working days (Monday to Friday) in between 9:30 to 17:00 hours.

The Bidder shall prepare the Technical Bid and Financial Bid and place them in two separate sealed covers, clearly marking each as “Technical Bid” and “Financial Bid”. Name of firm / proprietor, address & contact no. should be mentioned clearly on both the envelopes. These should further be placed in a large size envelope with the same information on it. Both Technical & Financial Bids, along with documents required to be submitted, shall be signed by the Bidder and a person duly authorized by the Bidder to, on each page. Written power of attorney accompanying the Bid shall indicate necessary authorization. Any correction in the Bid shall be initialled by the person signing the Bid.

**SUBMISSION OF BID:**

The Bid in two parts, one containing the Technical Bid and the other containing the Financial Bid shall be placed in two separate sealed envelopes clearly marked as below:

1. "Bid for Providing Housekeeping Services in the ICGEB Campus - Technical Bid"
2. "Bid for Providing Housekeeping Services in the ICGEB Campus - Financial Bid"

The sealed envelope having the Technical Bid shall contain the Technical Bid Form, Declaration Certificates, E.M.D DD, documents establishing eligibility of offered services, Tax clearance certificate and a complete set of the Bid Document entitled "Instruction to Bidders" stamped & signed on all the pages.

The other sealed envelope will contain the Financial Bid which shall include Schedule of Rates.

Both the sealed envelopes containing the Technical Bid and Financial Bid separately, shall be placed in an outer envelope dully sealed, marking the outer envelope as “Quotation for Providing Housekeeping Services in the ICGEB Campus”. The Bid shall be submitted in person to the Component Manager, ICGEB, Aruna Asaf Ali Marg, New Delhi – 110 067.

If the cover containing the Bid documents is not sealed and marked as instructed above, no responsibility will be assumed for any misplacement of the Bid or beforetime opening of the envelope**. Sealed Bids from eligible Bidders must be received by the Hiring Authority at the address specified no later than 17.00 hours on 6th March, 2017.**

The ICGEB may, at its discretion, evaluate the Bidders for Providing Housekeeping Services in the ICGEB Campus on the qualitative aspects broadly in respect of the following parameters:

1. Experience in similar organisations.
2. Resources available with the firm.
3. Skilled and trained staff available with the contractor to carry out the said work.
4. Quality and Promptness of service support.
5. Visit report of the Committee to the site where the contractor is currently handling similar work.
6. Bidder’s ability to honour the commitments.

**IMPORTANT NOTE:**

1. Bid received through email and/or after the scheduled date and time will not be accepted.
2. Bid should be submitted only on the signed and stamped copy collected from ICGEB office.
3. ICGEB reserves the right to accept any or reject all the tenders without assigning any reason thereof.
4. Selection will be done on competitive basis. Canvassing in any manner shall lead to disqualification of the Firm / Individual.

**BID OPENING AND EVALUATION:**

**BID OPENING:**

All the Technical Bids shall be opened publicly in the presence of the Bidders or their representatives in front of the Bid Evaluation Committee. Bidders' name, documents with presence and absence of Bid security, period of Bid validity and such other items will be announced and recorded at the time of opening of the Technical Bid by the Bid Evaluation Committee. The Financial Bids of Technically responsive Bidders will be opened in the presence of such responsive Bidders or their representatives on date and time to be notified later. Total Bid amount will be announced and recorded at the opening of the Financial Bid. Minutes of the Bid Opening containing summary of information with regard to each Bid shall be prepared during the opening of both Technical & Financial Bids.

**EVALUATION OF BIDS:**

1. For proper evaluation & comparison of Bids, the Bid Evaluation Committee, may at its discretion, ask the Bidder for any clarification of the Bid. The request for clarification and the response shall be in writing, but no changes in the price of the Bids shall be offered or permitted.
2. The technical bids will be evaluated by the Bid Evaluation Committee on the basis of experience in similar organizations, resources available with the firm/ Individual, details of skilled and trained staff available with the contractor to carry out the said work, visit of the Committee to the site where the contractor is currently handling similar work etc.
3. The Bid Evaluation Committee will first evaluate the Technical Bids to determine the substantial responsiveness of the Technical Bids. Substantial Responsive Bid is one which conforms to all the terms and conditions as indicated in the Bid Document and which also establishes Bidder’s qualification to deliver the services according to technical specifications. After the evaluation of all the Technical Bids, Financial Bids corresponding to only substantial responsive Technical Bids will be taken up for evaluation.
4. All non substantial Technical Bids will be rejected as non-responsive and corresponding Financial Bids shall be excluded from further evaluation.
5. The Bid Evaluation Committee, may at its discretion, decide to waive off any minor non conformity in a Bid which does not constitute a material deviation with regard to services and pricing.
6. While evaluating Financial Bids, if there is any discrepancy between the unit price and the total price, unit price will prevail and total price shall be corrected. However, if the Bidder does not accept the correctness of the errors, his Bid will be rejected.
7. The Bidder must have supplied the information required in the Bid document. A Bidder not fulfilling any criteria stipulated, his Bid will be considered non responsive and may be rejected.
8. The Bidders who have duly complied with the Eligibility Criteria will be eligible for further processing.
9. The successful bidders of the Technical Bids will qualify for opening of the Financial Bids.
10. The Bids which have been established as responsive in all respects will be compared for its price competitiveness. On the basis of technical and financial evaluation, substantially responsive and most advantageous Bid will be considered for the award of contract for providing Housekeeping Services in the ICGEB Campus.

**PART-I**

**TECHNICAL-CUM-COMMERCIAL** **BID**

To,

The Administrative Officer

International Center for Genetic Engineering & Biotechnology

Aruna Asaf Ali Marg

New Delhi – 110 067.

Subject: Tender for HOUSEKEEPING WORK at ICGEB Campus.

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor, am / are submitting the tender with the following particulars:

1. Name of the Contractor (Firm / Individual) and contact person:
2. Date of incorporation of the Firm:
3. Address of the Registered Office:

1. Telephone No./Mobile No.:
2. Fax No./E-mail ID:
3. Whether proprietary / partnership:
4. PAN No. of the Proprietor / Company:
5. Name & Address of the partner, if any:
6. Does the firm have any branches?

If so, furnish addresses:

1. Total turn-over of the firm during the last 3 years (as per Annexure - A):
2. Details & Qualifications of professional/skilled manpower available with the firm for execution of works:
3. Detailed information regarding resources available with the firm for providing housekeeping services in similar organizations:

1. Whether registered or approved by the **Competent Authority** of Central Government / State. Government. Please provide licence number and validity date. (If applicable):
2. VAT/TIN No. & Service Tax Registration No:
3. ESI Registration No and date of registration:
4. EPF Registration No. and date of registration:
5. Any other information, the firm may like to furnish:

**NOTE:**

* 1. Attach additional sheet, if required
  2. Attach documentary proof in respect of above information.

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the ICGEB, New Delhi, I/We, the undersigned, hereby offer for providing qualified staff as indicated in the Tender Document for **HOUSEKEEPING WORK** strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum Wages declared by the Government of Delhi from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Institute indemnified of any claim/damages that ICGEB may have to pay with respect to the service and the deputation of any workers to the Institution.

ICGEB reserves the right to reject any or all the TENDERS or accept them in part or to reject the lowest quotations without assigning any reasons. ICGEB further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 50,000/- (twenty five thousand only) in the form of Demand Draft in favour of International Centre for Genetic Engineering & Biotechnology payable at New Delhi along with the Technical Bid which will remain with ICGEB up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of the successful bidder shall be refunded only against the submission of Security Deposit.

**Enclosures:**

1.

2.

3.

4.

Authorised Signatory

Name & Address of the firm with seal

**PART-II**

**PRICE BID (Schedule of Rate)**

**Name of Work:** Providing Housekeeping Services in the ICGEB Campus, New Delhi.

|  |  |  |  |
| --- | --- | --- | --- |
| Description of item | Period | Rate per month | Total Amount |
| Asking price (contractor’s service charges) for Providing Housekeeping Services in ICGEB Campus, from 7.00 a.m. to 4.00 p.m. (Monday to Saturday). | 12 Months |  |  |
| Staff Salary & Wages: |  |  |  |
| 1 Supervisor (semi-skilled)  22 Cleaners (unskilled) |  |  |  |
| Please provide the details of VAT, ESI, EPF, taxes and service charge etc. |  |  |  |

Authorised Signatory

Name & Address of the firm with seal

**Scope of Work**

Details of Work required to be undertaken under this contract at

ICGEB, New Delhi

**Note: Before quoting the rates, the Contractors should inspect the campus of ICGEB for estimation.**

HOUSEKEEPING WORK:

The purpose of housekeeping work is to maintain absolute cleanliness in the whole office premises (ICGEB) so as to provide an excellent ambience of work-environment and make a good impression on the visitors and public visiting the campus for various purposes. The contractor has to undertake all such jobs/activities required for maintaining the office premises (both built-up and vacant area) in a presentable condition and in above mentioned spirit at all times whether such activities are elaborated hereunder or not.

1. Cleaning to a high standard of the ICGEB main building i.e. laboratories, offices in the administration wing, library, auditorium, seminar halls, canteen, main lobby, staircases, service floors, corridors and toilets, all the space in the new building and any other areas as instructed and agreed upon from time to time. Special attention will be given to the toilets regarding regularity of cleaning and maintaining of hygienic conditions. The floor of the main lobby including the reception area will be mopped every hour.
2. Cleaning and sweeping of the roads within the ICGEB premises, and maintaining cleanliness in the open areas in the campus.
3. Training of the contractor’s staff, as instructed by ICGEB, for cleaning sensitive areas such as Culture Rooms, Process Development Laboratory, Animal House, TB Facility, Green Houses etc.
4. Ensuring that highest international standard of hygiene, cleanliness and orderliness is maintained in the entire premises.
5. Cleaning material will be provided by ICGEB.
6. Ensuring that the contractor’s staff is always in clean and neat attire of uniform comprising of identical trousers, shirt and shoes. It will be the contractor’s responsibility to provide his staff with minimum two sets of uniforms, both for summer and winter.
7. Ensuring that the contractor’s staff visibly wears identification cards issued by the contractor at all times when carrying out their duties.
8. Undertaking the above referenced duties on a daily basis, except for Sundays and designated ICGEB official holidays, from 7.00 a.m. to 4.00 p.m.
9. Ensuring a minimum turnover of housekeeping staff, as judged by the ICGEB.
10. Undertaking special cleaning on Saturdays covering scrubbing and waxing of floors and additional window cleaning as required.
11. Provide office / laboratory operational support to ICGEB staff members.
12. The contractor shall be responsible for any damage caused to the equipments or premises while carrying out the work by his staff and shall rectify the defects free of cost. Decision of ICGEB shall be final in this matter.
13. Manpower will be the contractor’s sole responsibility and ICGEB will not be party to any dispute arising thereof. A detailed list of staff employed and number of people assigned for different services must be provided by the contractor to the management.
14. The contractor shall submit a list of staff to be deployed by him showing their full name, local and permanent address, age, father’s name and police station verification/ registration and shall be fully responsible for the safety and security of their staff. No compensation shall be payable by ICGEB in case of any accident/death of any of them while carrying out the work in ICGEB premises.
15. ICGEB shall be fully empowered to expel any of the contractor’s staff in case of any misbehaviour / indiscipline / misconduct / violence / late attendance / incompetence / theft / loss to ICGEB property and if such expulsion takes place, then the relevant clause of recovery shall be applicable.
16. The contractor shall ensure compliance with all statutory laws and by-laws of the Central Government / State Government / Municipal authorities related to the employment of their staff and all such obligations under Wage Act, Workmen Compensation Act, E.S.I. Act, Employee Provident Fund and Miscellaneous Provision Act, Bonus Act, Gratuity, Insurance, and Contract Labour Act 1971 etc., and any other governing Act applicable. ICGEB will not be involved or be responsible for such matters in any way.
17. The contractor shall pay his workers not below the rates under Minimum Wages Act, as notified from time to time, and comply with various Labour Acts. Adhering to legal standards of employment including the wages legislation and ensuring adherence to all related Labour and Wage laws and regulations as are applicable. Payment of Income Tax, if required, shall be the responsibility of the contractor. Documents, registers to be maintained under Contract Labour Regulations 1970 shall be maintained by him. These shall be submitted for verification as and when required.
18. The contractor should inform ICGEB, about any revision in the minimum wages by the Delhi Government, in a timely manner.
19. Latest receipts of payment towards EPF and ESIC should be attached to the monthly bill without which the monthly bill will not be cleared for payment.
20. Payment of any statutory direct or indirect taxes at the contractor’s end, arising out of transactions due to this contract will be solely the contractor’s responsibility.
21. The contractor will ensure that no child labour is employed.
22. The contractor will ensure that there is no wastage of water and electricity.
23. The contract can be terminated mutually by giving three months notice.

**NOTE:** For carrying out these functions, the contractor shall deploy ONE Supervisor, and TWENTY TWO cleaners, all experienced, at ICGEB daily from Monday to Saturday and on other occasions as and when required. The supervisor and cleaners should be experienced and qualified. In the event of finding the office premises not in the above mentioned spirit, penalty up to 20% of the total amount of the monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent workers within three working days by the contractor.

**Annexure - A**

**TURNOVER DETAILS**

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| **Last Three Years Annual Turnover of the Bidding Entity** | | | | |
| (As per the Audited Financial Statement/Annual reports to be enclosed duly certified by CA, copies of Income tax returns also enclosed as proof) | | | | |
| **Financial Year** | **Turnover of operations in similar kind of business** | **Turnover in Other Operations** | **Total Turnover** | **Net Profit** |
|  |  |  |  |  |
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1. Financial Statements are Balance Sheets and Profit & Loss Statements duly certified by a CA.
2. The Audited Financial Statement etc., are for the year 2013-14, 2014-15, 2015-16 (Proofs to be submitted to satisfy/meet the requirements of Eligibility criteria).

Authorised Signatory

Name & Address of the firm with seal

**Annexure - B**

**UNDERTAKING/DECLARATION FOR NOT BEING BLACK LISTED**

Date ...................................

To,

The Administrative Officer

International Centre for Genetic Engineering & Biotechnology

Aruna Asaf Ali Marg

New Delhi – 110 067.

Dear Sir,

I / We ................................................... hereby confirm that our firm has not been banned or Blacklisted by any government organizations/Institutions/Court/Public sector Units/Private organization. Further it is certified that there is no police case pending against our firm/partner relating to previous service contracts.

Authorised Signatory

Name & Address of the firm with seal

**Annexure - C**

Details of other organizations where such contracts were undertaken during the last **FIVE** years

**(enclose supporting documents)**.

Proforma containing details of other organizations where such or similar contracts were undertaken.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name &  Address of  the  organization,  contact number | No. of  personnel  supplied | Period  of  contract | Whether Govt/semi  Govt/Autonomous  bodies/PSUs/Institutions/ Industries  etc. **(pls. specify)** | Amount  of  contract | Reason for  termination  (if  currently  not valid) |
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|  |  |  |  |  |  |  |

Authorised Signatory

Name & Address of the firm with seal

**Annexure - D**

**FORMAT FOR SENDING PRE-BID QUERIES**

Name of the Bidder:

………………………………………………………………………………….…………………………

Contact Number and Address of the Bidder:

……………………………………………………………………………………………………………

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Section No.** | **Page No.** | **Tender Clause** | **Query** |
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Note: Bidder will send their query only in prescribed format above by email and in Excel file only.

**Annexure - E**

**CHECK-LIST (TECHNICAL BID)**

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Description of requirement** | **Yes/No** | **Page No.** |
| 1 | The firm is registered with the **Regional Labour Commissioner (Govt. of Delhi)** under the Provisions of Contract Labour Act and its validity date. is………………………. |  |  |
| 2 | Copies of the **Balance Sheet** and **P&L A/c** for the last 3 years duly certified by a CA enclosed. (Attach supportive documents: Annexure – A) |  |  |
| 3 | Registration certificate issued by the **Provident Fund Commissioner** enclosed. PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of Delhi, enclosed. |  |  |
| 4 | Copy of the Registration certificate/allotment letter of **service tax** number enclosed. |  |  |
| 5 | Copy of the Registration certificate/allotment letter for **PAN** from the Income Tax Department enclosed. |  |  |
| 6 | Registration certificate of **ESI** enclosed. |  |  |
| 7 | Proforma containing details of other organizations where such contracts were/are undertaken enclosed. (Attach supportive documents: Annexure – D) |  |  |
| 8 | DD of Rs.50,000/- as EMD enclosed. |  |  |
| 9 | Price bid proforma completed & sealed in a separate envelope enclosed. |  |  |
| 10 | List of Arbitration cases (if applicable) enclosed.  Do not leave it blank. **If there are no such cases, write “Not Applicable”**. |  |  |
| 11 | **Undertaking of the Agency** confirming the availability of adequate manpower of requisite qualification and experience for deployment at ICGEB enclosed. |  |  |
| 12 | **Acceptance of terms and conditions** attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of the tender document. |  |  |
| 13 | **Copy of the last income tax return enclosed.** |  |  |
| 14 | **Undertaking by the bidder** to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts enclosed. (Annexure – C) |  |  |
| 15 | At least one currently valid contract for similar work. |  |  |

Declaration by the Tenderer:

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

Authorised Signatory

Name & Address of the firm with seal

**NOTE:** Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected.

(To be made on Rs.50.00 Non Judicial Stamp Paper)

**DRAFT AGREEMENT**

This Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_ Two thousand sixteen between International Centre for Genetic Engineering & Biotechnology, New Delhi, as one part, hereinafter called ICGEB and M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency for HOUSEKEEPING WORK on the other part.

WHEREAS the ICGEB is desirous to engage the Agency for providing HOUSEKEEPING WORK at ICGEB New Delhi campus, on the terms and conditions as stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in ICGEB. The ICGEB shall have no liability in this regard.
2. The Agency shall be solely responsible for any death/accident/medical/health related liability/compensation for the personnel deployed by it at ICGEB while carrying out work at ICGEB or otherwise. The ICGEB shall have no liability in this regard.
3. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving three month’s notice on either side.
5. In case of non-compliance with the contract, ICGEB reserves its right to:
   1. Cancel/revoke the contract, and /or
   2. Impose penalty up to 10% of the total annual value of the contract.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of the contract) in the form of pay order/demand draft/FDR/or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in ICGEB.
8. The personnel provided by the Agency will not claim to become the employees of ICGEB and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in ICGEB.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of ICGEB in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and ICGEB, ICGEB shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Delhi.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in ICGEB campus, New Delhi in the presence of the witness:

**International Centre for Genetic Engineering & Biotechnology:**

Witness: 1.

2.

**Agency:**

Witness: 1.

2.

TERMS AND CONDITIONS OF THE CONTRACT FOR **HOUSEKEEPING WORK**

**(Annexure to Agreement)**

1. SCOPE OF WORK: HOUSEKEEPING WORK at International Centre for Genetic Engineering & Biotechnology, Aruna Asaf Ali Marg, New Delhi – 110067 by deploying required number of contract personnel.
2. TERMS & CONDITIONS:
3. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further with same terms & conditions subject to mutual consent of both the parties within the frame work of ICGEB rules and regulations applicable at that time and subject to satisfactory performance of the contract. However, in normal circumstances, the Agreement is terminable by giving three months notice in writing by either party to the agreement.
4. The Contracting Agency shall render the following services to ICGEB, New Delhi:

**HOUSEKEEPING WORK:**

The purpose of housekeeping work is to maintain absolute cleanliness in the whole office premises (ICGEB) so as to provide an excellent ambience of work-environment and make a good impression on the visitors and public visiting the campus for various purposes. The contractor has to undertake all such jobs/activities required for maintaining the office premises (both built-up and vacant area) in a presentable condition and in above mentioned spirit at all times whether such activities are elaborated hereunder or not.

1. Cleaning to a high standard of the ICGEB main building i.e. laboratories, offices in the administration wing, library, auditorium, seminar halls, canteen, main lobby, staircases, service floors, corridors and toilets, all the space in the new building and any other areas as instructed and agreed upon from time to time. Special attention will be given to the toilets regarding regularity of cleaning and maintaining of hygienic conditions. The floor of the main lobby including the reception area will be mopped every hour.
2. Cleaning and sweeping of the roads within the ICGEB premises, and maintaining cleanliness in the open areas in the campus.
3. Training of the contractor’s staff, as instructed by ICGEB, for cleaning sensitive areas such as Culture Rooms, Process Development Laboratory, Animal House, TB Facility, Green Houses etc.
4. Ensuring that highest international standard of hygiene, cleanliness and orderliness is maintained in the entire premises.
5. Cleaning material will be provided by ICGEB.
6. Ensuring that the contractor’s staff is always in clean and neat attire of uniform comprising of identical trousers, shirt and shoes. It will be the contractor’s responsibility to provide his staff with minimum two sets of uniforms, both for summer and winter.
7. Ensuring that the contractor’s staff visibly wears identification cards issued by the contractor at all times when carrying out their duties.
8. Undertaking the above referenced duties on a daily basis, except for Sundays and designated ICGEB official holidays, from 7.00 a.m. to 4.00 p.m.
9. Ensuring a minimum turnover of housekeeping staff, as judged by the ICGEB.
10. Undertaking special cleaning on Saturdays covering scrubbing and waxing of floors and additional window cleaning as required.
11. Provide office / laboratory operational support to ICGEB staff members.
12. The contractor shall be responsible for any damage caused to the equipments or premises while carrying out the work by his staff and shall rectify the defects free of cost. Decision of ICGEB shall be final in this matter.
13. Manpower will be the contractor’s sole responsibility and ICGEB will not be party to any dispute arising thereof. A detailed list of staff employed and number of people assigned for different services must be provided by the contractor to the management.
14. The contractor shall submit a list of staff to be deployed by him showing their full name, local and permanent address, age, father’s name and police station verification/ registration and shall be fully responsible for the safety and security of their staff. No compensation shall be payable by ICGEB in case of any accident/death of any of them while carrying out the work in ICGEB premises.
15. ICGEB shall be fully empowered to expel any of the contractor’s staff in case of any misbehaviour / indiscipline / misconduct / violence / late attendance / incompetence / theft / loss to ICGEB property and if such expulsion takes place, then the relevant clause of recovery shall be applicable.
16. The contractor shall ensure compliance with all statutory laws and by-laws of the Central Government / State Government / Municipal authorities related to the employment of their staff and all such obligations under Wage Act, Workmen Compensation Act, E.S.I. Act, Employee Provident Fund and Miscellaneous Provision Act, Bonus Act, Gratuity, Insurance, and Contract Labour Act 1971 etc., and any other governing Act applicable. ICGEB will not be involved or be responsible for such matters in any way.
17. The contractor shall pay his workers not below the rates under Minimum Wages Act, as notified from time to time, and comply with various Labour Acts. Adhering to legal standards of employment including the wages legislation and ensuring adherence to all related Labour and Wage laws and regulations as are applicable. Payment of Income Tax, if required, shall be the responsibility of the contractor. Documents, registers to be maintained under Contract Labour Regulations 1970 shall be maintained by him. These shall be submitted for verification as and when required.
18. The contractor should inform ICGEB, about any revision in the minimum wages by the Delhi Government, in a timely manner.
19. Latest receipts of payment towards EPF and ESIC should be attached to the monthly bill without which the monthly bill will not be cleared for payment.
20. Payment of any statutory direct or indirect taxes at the contractor’s end, arising out of transactions due to this contract will be solely the contractor’s responsibility.
21. The contractor will ensure that no child labour is employed.
22. The contractor will ensure that there is no wastage of water and electricity.
23. The contract can be terminated mutually by giving three months notice.

**NOTE:** For carrying out these functions, the contractor shall deploy ONE Supervisor, and TWENTY THREE cleaners, all experienced, at ICGEB daily from Monday to Saturday and on other occasions as and when required. The supervisor and cleaners should be experienced and qualified. In the event of finding the office premises not in the above mentioned spirit, penalty up to 20% of the total amount of the monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent workers within three working days by the contractor.

**NOTE:**

1. For carrying out these functions, the contractor shall deploy ONE Supervisor, and TWENTY TWO cleaners, all experienced, at ICGEB daily from Monday to Saturday and on other occasions as and when required.
2. The supervisor and cleaners should be experienced and qualified.
3. In the event of finding the office premises not in the above mentioned spirit, penalty up to 20% of the total amount of the monthly bill will be imposed for the concerned month. Non-performers would be removed and replaced by competent cleaners within three working days by the contractor.
4. The Supervisor will be responsible for getting the cleaning work done in the premises. He will supervise the work and interact with the designated officer for mutual feedback. This will, however, not diminish in any way, the contractor’s responsibility under the contract to the ICGEB. The contractor shall visit ICGEB campus every week for the purpose of overseeing the work of personnel deployed by him. During the visits to ICGEB, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. **Non-performers would be removed and replaced by competent cleaners within three working days** by the contractor.
5. In the event of personnel being absent or on leave, the contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bill submitted by the contractor, if substitute is not provided.
6. If the services are found satisfactory, the contract may be renewed for another one year as agreed upon by both the parties within the frame work of ICGEB rules and regulations applicable at that time. If the contract is renewed beyond one year, it shall be subject to any statutory increase in the minimum wage notified by the Govt. of Delhi from time to time.
7. The contractor will deploy well trained personnel in the respective fields of work to be performed under the contract from 7.00 AM to 4.00 PM from Monday to Saturday.
8. The contractor shall not deploy or shall discontinue deploying any person at the ICGEB premises, if so desired by the ICGEB, at any time without assigning any reason whatsoever.
9. The full particulars of the personnel including their names and addresses, Voter IDs, PAN, Aadhaar etc., deployed by him shall be furnished to the ICGEB. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.
10. The Contractor will provide the required services, six days a week, throughout the year. Holiday, if any, will be observed with prior approval of the ICGEB under emergent circumstances. The services will be provided on Sunday and or any holidays without extra charges if so required by the ICGEB. They may also be asked to remain in the office beyond 4:00 PM also on occasional demands.
11. The personnel deployed shall be healthy, active and not more than 45 years of age. Nobody shall have any communicable diseases.
12. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.
13. The staff who may be engaged by the contractor from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal.
14. The contractor shall bear all expenses regarding uniforms, preparation of their identity card, compensations, wages and allowances, PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the ICGEB for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Delhi from time to time. The Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc., as applicable every month for the previous month along with the monthly bill with respect to all the employees deployed by him at ICGEB. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.
15. The payment of wages Act 1936
16. The Employees Provident Fund Act, 1952
17. The Contract Labour (Regulation) Act, 1970
18. The Payment of Bonus Act, 1965
19. The Payment of Gratuity Act, 1972
20. The Employees State Insurance Act, 1948
21. The Employment of Children Act, 1938
22. The Minimum Wages Act, 1948
23. The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to ICGEB.
24. Replacement of personnel as required by the ICGEB will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the ICGEB. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the ICGEB along with testimonials before they are actually deployed for the job.
25. In case of any loss that might be caused to the ICGEB due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the Contracting Agency and in this connection, ICGEB shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to ICGEB besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, ICGEB shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
26. In case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
27. That Contractor’s authorized representative (Owner/Director/Partner/Manager) shall personally contact the Component Manager or the Administrative Officer at ICGEB at least once a month to get a feedback on the services rendered by the contractor vis-a-vis corrective action required to make the services more efficient implication.
28. In the event of the contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
29. The contractor shall arrange to maintain the daily attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record should be submitted every month to ICGEB with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the ICGEB at any other point of time.
30. The contractor shall submit to ICGEB an attested photocopy of the attendance record and enclose the same with the monthly bill.
31. The ICGEB shall pay the agreed amount on production of the monthly bill. No other charges of any kind shall be payable. Bills raised by the contractor will be paid to the contractor within 15 days from the date of submitting the same with all relevant documents to the Component Manager of ICGEB. The contractor will maintain a Muster Roll to record the presence on duty of the cleaners and Supervisor. Payment of the bills will be as per the Muster Roll, which should be got countersigned every day by an Officer of the ICGEB.
32. If at any point of time, it comes to the notice of the ICGEB that the contract personnel deployed are different from the list provided (with attested photographs), ICGEB will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified.
33. The contract personnel deployed by the contractor shall have the required training and experience. In case of non-compliance/non-performance of the services according to the terms of the contract, the ICGEB shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
34. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the ICGEB. In the event, ICGEB makes any payment or incurs any liability, the contractor shall indemnify ICGEB completely.
35. In case of any dispute arising out of this agreement, then the Director/Administrative Officer shall nominate any officer of the ICGEB a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
36. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Delhi Court will have the jurisdiction to settle and decide all the disputes.
37. Payment of any statutory direct or indirect taxes at the contractor’s end, arising out of transactions due to this contract will be solely the contractor’s responsibility.
38. As and when ICGEB requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with *pro-rata* rates. For the same, a notice of two days will be given by the ICGEB.
39. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
40. In case ICGEB suspects or finds out that any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, ICGEB reserves the right to terminate the contract without assigning any reasons.
41. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
42. The contractor will be held wholly responsible for any action taken by the statutory bodies for violation/non-compilation of any such provision/rule.
43. The contractor should maintain all the records and documents under various labour laws applicable to contract labourers/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the ICGEB at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc.
44. The above records have to be produced to the Component Manager of ICGEB on demand.

*Note: The contractor should obtain a License from the Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the ICGEB.*

1. The wages shall be paid to the workmen without any deductions except those under the payment of Wages Act and Minimum Wages Act.
2. The decision of ICGEB in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
3. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
4. ICGEB reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
5. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
6. Termination of the Contract:
7. ICGEB shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his Cleaners or Supervisor, employed by it.
8. Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Agency.
9. Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
10. If any attachment is levied and continues to be levied for a period of seven days upon the Agency effects or any individual/ partner for the time being of its firm or any member of its cooperative society.
11. If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
12. If the Agency shall either by itself or by its employee/servants commit or suffer to be committed any act which, in the opinion of the ICGEB, whose decision in that behalf shall be final is prejudicial to the interest or good name of the ICGEB.
13. If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give three months notice for termination of the service if they choose to discontinue.
14. Violation of the provisions of Contract Labour (R & A) Act 1970 and other Acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
15. On termination/expiry of the contract, the Agency will immediately remove all its personnel from the premises.
16. An agreement shall be signed with the successful bidder as per specimen enclosed.
17. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the ICGEB will be considered applicable at the time of any dispute/ following any statutory rules.

**Note:**

These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between ICGEB and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.