

## **Terms and conditions for Cleaning of glassware/apparatus in Agmark laboratories**

### **1. Scope of Work**

- 1.1 Following items of work shall have to be performed in the laboratory:
  - 1.1.1 Washing of glassware in the laboratory,
  - 1.1.2. Cleaning and dusting of instruments, equipments of the laboratory
  - 1.1.3 Cleaning of working tables, side racks, sinks, fuming chamber etc. of the laboratory
  - 1.1.4 A list of the items viz. glassware, instruments/equipments and other related items to be cleaned, is enclosed.

### **2. Facilities and input which will be provided by the Department**

- 2.1 The cleaning material to be used for washing of glassware and cleaning of instruments/apparatus will be provided by the concerned laboratory.
- 2.2 Sitting arrangements of the personnel(s) will be made available in the laboratory during the working hours.

### **3. Eligibility and qualification criteria**

- 3.1 Registered contractors having valid license, experience in handling similar contract for the Government, Public Sector Undertaking, Autonomous Bodies or any other public funded organizations for at least one year, may apply in writing with following details;
  - 3.1.1 The employee (s) should be minimum 10<sup>th</sup> pass.
  - 3.1.2 Employee (s) should not be less than 18 years and not more than 50 years of age.
  - 3.1.3 Copies of license issued by the appropriate authority.
  - 3.1.4 Income tax return of the last three years.
  - 3.1.5 Status of the agency i.e. proprietary firm, partnership firm, co-operative societies, limited or private limited firm.
  - 3.1.6 Experience certificate indicating the list of organizations where the firm is providing such services.
  - 3.1.7 PF and ESI Registration and Account No. etc.
  - 3.1.8 PAN number and Service tax registration Number
  - 3.1.9. Copy of the certificate of verification by local Police of antecedents of the personnel to be employed by the contractor in

the laboratory.

3.1.10. The service provider should have the requisite infrastructure, i.e., trained and skilled manpower, machinery and equipment, if any, recorded in the tender.

3.1.11. The service provider should not have been black listed by any Central/State Government Agency.

#### **4. Statutory obligations and contractual obligation to be abided by the contractor**

4.1 The contractor will comply all the rules and regulations of labour laws, accident, workman compensation act, workman insurance, ESI, and PF etc. This will be the sole responsibility of the contractor. Concerned laboratory will not be a party at any stage to any kind of disputes relating to the above. The contractor will regularly submit proof of workmen insurance, ESI and the provident fund of the personnel's engaged in the laboratory by name to the organization. In case of accident, injury or death of the personnel, contractor will solely bear the entire amount of compensation. All the employees of the contracting firm will have to be covered under insurance against any accident. Concerned laboratory will not be liable to any payment or any compensation on that account.

4.2. During execution of the work, contractor shall ensure that all standard norms of safety measures/ precautions to avoid accidents/ damage to glassware, instruments/equipments etc. and building are adhered by the employees engaged by the contractor.

4.3. Any damage/loss/pilferage to laboratory property due to mishandling, carelessness of the contractor or his workmen on account of non-adherence of safety measures will be recoverable from the contractor's bill.

4.4. Account of day to day consumption of all cleaning materials issued to the contractor shall be the responsibility of the contractor during the period of contract.

4.5. In case, any of the employees of the contractor does not turn up for duty in the office on any working day, it is the responsibility of the contractor to provide a substitute, failing which penalty to the tune of wages of one day for one employee will be recovered from the monthly bill apart from the recovery of the amount on account of absence of the employee.

## **5. Payment terms**

5.1. The contractor shall ensure that payment to the workers shall not be below the amount prescribed as per Minimum Wages Act, 1948 as notified by the Ministry of Labour/ State Govt./Local bodies. In addition to the wages, the contractor shall be liable to make payments of all the statutory benefits like ESI, EPF, bonus etc. admissible to the workers as per the law applicable.

5.2. The payment shall be made to the contractor on monthly basis on production of certificate for satisfactory service from the incharge of the concerned laboratory. In case, the services provided by the contractor is not found satisfactory, suitable penalty will be imposed.

## **6. General terms and conditions**

6.1. The working hours for the employees of the contractor will be from ----- a.m to -----p.m. on all the working days. If required, their services may also be required on holiday (s) and before or after the office hours on working days.

6.2. Earnest Money Deposit (EMD) for a sum of Rs.2000/- will be deposited by the contractor alongwith the other bidding documents. EMD is refundable. The EMD is to be submitted in the form of Account payee Demand Draft, Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank guarantee from a Commercial Bank.

6.3. The Performance Security (Security Deposit) @ 2% of the annual contract value will have to be deposited within 21 days of the issue of the award of contract. The performance security is to be submitted in the form of Account payee Demand Draft, Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank guarantee from a Commercial Bank. The bank guarantee shall be valid for the entire period of the contract.

6.4 Any person who is in the Government service or an employee of the concerned laboratory should not be made a partner to the work contract by the contractor directly or indirectly in any manner whatsoever otherwise disqualify the contract.

6.5 No sub-contracting of the job shall be allowed.

6.6. The contract will be awarded for a period of one year and after expiry of this period, the contract may be extended on mutual consent on the same rates and terms and conditions at the discretion of the concerned laboratory considering the quality of services rendered during the period of contract.

6.7. The concerned laboratory reserves the right to terminate the contract without assigning any reason by giving one month notice to the contactor.

6.8. If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit will also be forfeited by the concerned laboratory.

6.9 The individual signing the quotation/tender or any document forming part of the contract on the behalf of the firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such persons of the firm, as the case may be, in all matters pertaining to the contract including the arbitration clauses. If subsequently, the person so signing fails to provide the said power of attorney within 15 days, the concerned laboratory may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable to all costs and damages.

6.10. In case of partnership firms, all the partners should sign the quotations. In case any person signing the agreement on behalf of limited company or firm, he will produce letter of authority/resolution passed by the firms/company empowering him to sign the agreement on behalf of the company or firm.

6.11 The contractor has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Funds Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules or as amended from time to time.

6.12 In case of any violation of statutory provisions under labour laws/or otherwise on behalf of the contractor, there will not be any liability on the part of concerned laboratory.

6.13. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement or otherwise, the decision of the Director (Administration), DMI, Faridabad will be final and binding.

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## **Terms and conditions for Cleaning of Office/ laboratory Premises**

### **1. Scope of Work:-**

- 1.1 Following items of work shall have to be performed in the office/laboratory premises
  - 1.1.1 Sweeping, cleaning and mopping of rooms, verandahs, and other areas specified in the office premises ( twice a day)
  - 1.1.2 Dusting of doors, windows and web cleaning etc. ( on daily basis)
  - 1.1.3 Washing of staircase, lobby, verandah etc. ( once in a week)
  - 1.1.4 Cleaning of toilets on all working days (twice a day)
  - 1.1.5 The sketch plan of the total Area (with dimensions) to be covered for cleaning is enclosed.

### **2. Facilities and input which will be provided by the Department:-**

- 2.3. The cleaning material like brooms, mops, wipers, dusters, toilet brushes etc. required for washing/ cleaning/ dusting purpose will be provided by the concerned office/laboratory.

### **3. Eligibility and qualification criteria:-**

- 3.1 Registered contractors having valid license, experience in handling similar contract of the Government, public sector undertaking, autonomous bodies or any other public funded organizations for at least one year may apply in writing with following details;
  - 3.1.1 Copies of license issued by the appropriate authority.
  - 3.1.2 Income tax returns for the last three years.
  - 3.1.3 Status of the agency i.e. proprietary firm, partnership firm, co-operative societies, limited or private limited firm.
  - 3.1.4 Experience certificate indicating the list of organizations where the firm is providing such services.
  - 3.1.5 PF and ESI registration and account No. etc.
  - 3.1.6 PAN number and service tax registration number
  - 3.1.7 Employee should not be less than 18 years and not more than 50 years.
  - 3.1.8 Copy of the certificate of verification by local Police of antecedents of the personnel to be employed by the contractor in the laboratory.

- 3.1.9. The service provider should have the requisite infrastructure, i.e., trained and skilled manpower, machinery and equipment, if any, recorded in the tender.
- 3.1.10. The service provider should not have been black listed by any Central/State Government Agency.

**3. Statutory obligations and contractual obligation to be abided by the contractor:-**

4.1 The contractor will comply all the rules and regulations of labour laws, accident, workman compensation act, workman insurance, ESI, and PF etc. This will be the sole responsibility of the contractor. Concerned office/laboratory will not be a party at any stage to any kind of dispute relating to the above. The contractor will regularly submit proof of workmen insurance, ESI and the provident fund of the personnel's engaged in the office/laboratory by name to the organization. In case of accident, injury or death of the personnel, contractor will solely bear the entire amount of compensation. All the employees of the contracting firm will have to be covered under insurance against any accident. Office/laboratory will not be liable to any payment or any compensation on that account.

4.2. During execution of the work, contractor shall follow all standard norms of safety measures/ precautions to avoid accidents/ damage to the infrastructure like furniture, glassware instruments/equipments etc. and building.

4.3. Any damage/loss/pilferage to office/laboratory property due to mishandling, carelessness of the contractor or his workmen on account of non-adherence of safety measures will be recoverable from the contractor's bill.

4.4. Account of day to day consumption of all cleaning materials issued to the contractor shall be the responsibility of the contractor during the period of contract.

4.5. In case, any of the employees of the contractor does not turn up for duty in the office/laboratory on any working day, it is the responsibility of the contractor to provide a substitute, failing which penalty to the tune of wages of one day for one employee will be recovered from the monthly bill apart from the recovery of the amount on account of absence of the employee.

## **5. Payment terms**

5.1. The contractor shall ensure that payment to the workers shall not be below the amount prescribed as per Minimum Wages Act, 1948 as notified by the Ministry of Labour/ State Govt./Local bodies. In addition to the wages, the contractor shall be liable to make payments of all the statutory benefits like ESI, EPF, bonus etc. admissible to the workers as per the law applicable.

5.2. The payment shall be made to the contractor on monthly basis on production of certificate for satisfactory service from the incharge of the concerned office/laboratory. In case, the services provided by the contractor is not found satisfactory, suitable penalty will be imposed.

## **6. General terms and conditions**

6.1. The working hours for the employees of the contractor will be from ----- a.m to -----p.m. on all the working days. If required, their services may also be required on holiday (s) and before or after office hours on working days.

6.2. Earnest Money Deposit (EMD) for a sum of Rs.2000/- will be deposited by the contractor alongwith the other bidding documents. EMD is refundable. The EMD is to be submitted in the form of Account payee Demand Draft, Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank guarantee from a Commercial Bank.

6.3. The Performance Security (Security Deposit) @ 2% of the annual contract value will have to be deposited within 21 days of the issue of the award of contract. The performance security is to be submitted in the form of Account payee Demand Draft, Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank guarantee from a Commercial Bank. The bank guarantee shall be valid for the entire period of the contract.

6.4 Any person who is in the Government service or an employee of the concerned laboratory should not be made a partner to the work contract by the contractor directly or indirectly in any manner whatsoever otherwise disqualify the contract.

6.5. No sub-contracting of the job shall be allowed.

6.6. The contract will be awarded for a period of one year and after expiry of this period, the contract may be extended on mutual consent on the same rates and terms and conditions at the discretion of the concerned

laboratory considering the quality of services rendered during the period of contract.

6.7. The concerned office/laboratory reserves the right to terminate the contract without assigning any reason by giving one month notice to the contactor.

6.8. If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit will also be forfeited by the concerned office/laboratory.

6.9 The individual signing the quotation/tender or any document forming part of the contract on the behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such persons of the firm, as the case may be, in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within 15 days, the concerned laboratory may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable to all costs and damages.

6.10. In case of partnership firms, all the partners should sign the quotations. In case any person signing the agreement on behalf of limited company or firm, he will produce letter of authority/resolution passed by the firms/company empowering him to sign the agreement on behalf of the company or firm.

6.11 The contractor has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Funds Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules or as amended from time to time.

6.12 In case of any violation of statutory provisions under labour laws/or otherwise on behalf of the contractor, there will not be any liability on the part of concerned office/laboratory.

6.13. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement or otherwise, the decision of the Director (Administration), DMI, Faridabad will be final and binding.

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## Terms and conditions for Security of Office/ laboratories Premises

### 1. Scope of Work:-

- 1.1. To provide security (watch and ward) services for whole of the specified premises i.e. ----- (address of the office/RAL) of office/laboratory round the clock is as under:-
  - 1.1.1 Security and safety of furniture, fixtures, sanitary, electrical other instruments/ equipments whose details have been given in Annexure -----
  - 1.1.2 Checking and keeping record of out going materials by ensuring that outgoing is allowed only through Gate Pass signed by an Authorized Officer.
  - 1.1.3 Checking/ controlling/ searching of staff of the office by the employees engaged by contractor, as per policy of the Directorate.
  - 1.1.4 To inform and to assist Fire Brigade in operating the fighting Equipment kept in premises ----- (address of the office/RAL) of DMI in the event of any fire noticed any time.
  - 1.1.5 To keep records/ maintain register of all the employees who are required to sit before/late office hour/ attend office on Saturday/ Sunday/holidays for official work. The Security Guards on duty will obtain signature of the employee concerned on the register maintained for the purpose recording therein its time of arrival & departure of the employees.
  - 1.1.6 To ensure that no unauthorized person enters in the premises during and after office hours.
  - 1.1.7 To report or bring to notice of the authorities of the Office/RAL any untoward incidents/cases of theft etc. and to take follow up action for the same immediately.
  - 1.1.8 To maintain visitors and staff movement record, if desired by the Office/RAL.
  - 1.1.9. To check pilferage and implement anti-theft measures

### 2. Facilities and input which will be provided by the contractor:-

- 2.1. Uniform/torch/batteries etc. for the security guards will be provided by the contractor

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- 2.2. Photo- identity cards will be issued to security guards by the contractor

### **3 Eligibility and qualification criteria:-**

- 3.1. Registered Security Agencies having valid license, experience in handling similar contract of the Government, public sector undertaking, autonomous bodies or any other public funded organizations may apply in writing with following details;
  - 3.1.1. Copy of the certificate of verification by local Police of antecedents of the personnel to be employed by the contractor in the laboratory.
  - 3.1.2. Copies of license issued by the appropriate authority
  - 3.1.3. Income tax return of the last three years
  - 3.1.4. Status of the agency i.e. proprietary firm, partnership firm, co-operative societies, limited or private limited firm
  - 3.1.5. Experience certificate indicating the list of organizations where the firm is providing such services
  - 3.1.6. PF and ESI registration and account No. etc.
  - 3.1.7. PAN number and service tax registration number
  - 3.1.8. Employee (s) should not be less than 18 years and not more than 50 years of age
  - 3.1.9. The service provider should have the requisite infrastructure, i.e., trained and skilled manpower, machinery and equipment, if any, recorded in the tender.
  - 3.1.10. The service provider should not have been black listed by any Central/State Government Agency.

### **4. Statutory obligations and contractual obligation to be abided by the Security Agencies:-**

4.1. The contractor/Agency will comply all the rules and regulations of labour laws, accident, workman compensation act, workman insurance, ESI, and PF etc. This will be the sole responsibility of the contractor,/agency. Concerned office/laboratory will not be a party at any stage to any kind of disputes relating to the above. The contractor/agency will regularly submit proof of workmen insurance, ESI and the provident fund of the personnel's engaged in the office/laboratory by name to the organization. In case of accident, injury or death of the personnel, contractor/agency will solely bear the entire amount of compensation. All the guards of the contracting agency will have to be covered under insurance against any accident. Office/RAL will not be liable to any payment or any compensation on that account.

4.2. Any damage/loss/pilferage to Office/laboratory property due to mishandling, carelessness of the security guards on account of non-adherence of safety measures will be recoverable from the contractor's/ agency's bill.

4.3. During security, contractor/agency shall follow all standard norms of safety measures/ precautions to avoid accidents/ damage to glassware, instruments/equipments etc. and building.

4.4 In case, any of the security guards does not turn up for duty in the office/laboratory on any working day, it is the responsibility of the contractor/agency to provide a substitute, failing which penalty to the tune of wages of one day for each guard will be recovered from the monthly bill apart from the recovery of the amount on account of absence of the security guards.

4.5. Security Guards will be rotated at regular intervals

4.6 The contractor should make the arrangement for surprise checking during day and night.

4.7 The security guards should have knowledge of operating fire fighting equipment kept in DMI offices/RALs.

## **5. Payment terms:-**

5.1. The contractor/agency shall ensure that payment to the guards shall not be below the amount prescribed as per Minimum Wages Act, 1948 as notified by the Ministry of Labour/ State Govt./Local bodies. In addition to the wages, the contractor/agency shall be liable to make payments of all the statutory benefits like ESI, EPF, bonus etc. admissible to the guards as per the law applicable.

5.2. The payment shall be made to the contractor/agency on monthly basis on production of certificate for satisfactory service from the incharge of the concerned office/laboratory. In case, the services provided by the contractor/agency is not found satisfactory, suitable penalty will be imposed.

## **6. General terms and conditions**

6.1. The working hours for the employees of the contractor will be from ----- a.m to -----p.m. on all the working days. If required, their services may also be required on holiday (s).

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6.4 Any person who is in the Government service or an employee of the concerned office/laboratory should not be made a partner to the work contract by the contractor/agency directly or indirectly in any manner whatsoever otherwise disqualify the contract.

6.5. No sub-contracting of the job shall be allowed.

6.6. The contract will be awarded for a period of one year and after expiry of this period, the contract may be extended on mutual consent on the same rates and terms and conditions at the discretion of the concerned office/laboratory considering the quality of services rendered during the period of contract.

6.7. The concerned office/laboratory reserves the right to terminate the contract without assigning any reason by giving one month notice to the contractor.

6.8. If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any

notice and the security deposit will also be forfeited by the concerned laboratory.

6.9 The individual signing the quotation/tender or any document forming part of the contract on the behalf of the firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such persons of the firm, as the case may be, in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within 15 days, the concerned laboratory may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable to all costs and damages.

6.10. In case of partnership firms, all the partners should sign the quotations. In case any person signing the agreement on behalf of limited company or firm, he will produce letter of authority/resolution passed by the firms/company empowering him to sign the agreement on behalf of the company or firm.

6.11 The contractor has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Funds Commissioner and Employees State Insurance Corporation or other local bodies as per the existing rules or as amended from time to time.

6.12 In case of any violation of statutory provisions under labour laws/or otherwise on behalf of the contractor, there will not be any liability on the part of concerned laboratory.

6.13. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement or otherwise, the decision of the Director (Administration), DMI, Faridabad will be final and binding.

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