



IPAB Intellectual Property Appellate Board

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F.No. A-12011/4/2017-IPAB

Dated: 27.11.2018

PROCUREMENT TENDER NOTICE

Sub: Terms and Conditions of tender for House keeping services in IPAB Chennai and Delhi

1. Bids are hereby invited under **Two-Bids System** i.e Technical Bid and Financial Bid from housekeeping agencies having their office in Chennai and New Delhi, for cleaning, sweeping, including mechanized cleaning of common areas, toilets and periphery of Appellate Board, Chennai and Delhi and supply of additional contingent labourers for a period of 2 years which is extendable by another one year subject to satisfactory performance of contract in the Intellectual Property Appellate Board, Chennai and Delhi and mutual consent of both the contracting parties.

2. Scope of Work

It is presumed that the Bidder has sufficient understanding of the required works and understands the importance of sanitation and hygiene in a Government Office. Though the items of work involved under this contract are given in detail below. There may be some exigencies/circumstances, where the Contractor has to perform the activities to ensure proper cleanliness in the complex/premises, which may not find mention here. As the workers of the Contractor will have accessibility to the general records of the office, it will be incumbent on the part of the contractor and the employees under him to observe utmost discipline and due care in handling the records so as to avoid damage, theft and leakage of information. Any lapse on this account shall be treated as violation of the contract and consequently invite/invoke punitive clause of the Tender Document. Further, the contractor shall be responsible for making good the damage done, if any.

The scope of work includes housekeeping and cleaning activities of common areas like corridors, staircases, common and attached toilets, entrance and reception, drinking and hand wash facilities outside toilets at specified intervals by engaging the specified manpower and using equipment and machines and consumables specified to achieve the desired results. The contractor shall also provide contingent labour as per the needs of this Appellate Board.

3. Area Coverage for Housekeeping Services (Quantum of Work) Chennai and Delhi

Unit	Description of Area Covered	Approx. Total Area
1	Cleaning of corridors, i.e., Basement to 2nd and 4th floor of IPAB, Chennai and IPAB, Delhi, staircases, window panes of corridors and staircases and other fixtures in the corridors and staircases etc.,	IPAB, Chennai – 8,000 sq.ft IPAB, Delhi – 3,300 sq. ft
2	Cleaning of toilets (Gents/Ladies)	15 nos.
3	Open space (Quadrangle/periphery)	
4	Removing of garbage from the pits	Approx 60 Kg Per Day

4. Contingent Labour

The contractor shall also provide additional contingent labourers as per the rate quoted in their bid on need basis.

5. Broad details of schedule of work

The work schedule of housekeeping services to be followed is as follows:-

Sr.No	Area & Activity	Frequency
1.	Office area-All blocks, Open area and reception area	Daily
2.	Dustbin Cleaning	Daily
3.	Cleaning, Sweeping & Mopping of floors with Disinfectant cleaner of all the floors including staircases and all the rooms/halls	Daily / call based
4.	Cleaning, Sweeping & Mopping of common areas	Twice in a day / call basis
5.	Cleaning of partitions/cubical etc	Weekly
6.	Removing of stains	Weekly
7.	Cleaning of doors, Windows, Window glass and grills, Window panes, furniture, fixtures, venetian blinds, Window	Twice in a week or working days
8.	Stains, Spills, footmarks on floor	Immediately/call basis
9.	Reception Area	Daily
10.	Mopping of toilets	Thrice in a day
11.	Check working of exhaust fans in the Common Toilets	Daily
12.	Stair case cleaning, sweeping & mopping	Daily
13.	Change check of toilets papers / napkins	Daily
14.	Removal of waste papers and any other garbage and blockage and choking from the entire area covered under the tender.	Daily
15.	Cleaning of baskets, wastepaper baskets, cobwebs and disposing off all collected refuse at designated	Daily
16.	Scrubbing of toilets, wash basins, sanitary fittings, glasses & mirrors and toilets floors.	Daily

17.	Cleaning and disinfecting all Vitreous fixtures including toilet bowls, urinals, Sinks, toilet seats, containers etc Brush thoroughly to include below water level and under rims	Daily
	Including areas at hinges and cistern handles Restock toiletries, With include Liquid hand soap, Toilet paper, air freshener, and Sanitary Cubes and Naphthalene balls in toilets after daily checkups In the morning, afternoons and on call basis during daytime	
18.	Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the tender	Daily
19.	Cleaning, sweeping, dusting, mopping, scrubbing of canteen, reception, security rooms, committee room, conference room Meeting rooms should be checked at	Daily
20.	The staff of the successful bidder Will arrange the conference rooms and also remove garbage, wastages etc immediately after the event is over	Daily / Call basis
21.	The wastage Will be removed twice In a day from the office	Twice In a day
22.	One Housekeeping personnel should always be present In the area near every toilet	Daily
23.	Thorough cleaning, sweeping, washing, mopping With disinfectant cleaners of all floors, staircases and toilets Scrubbing of all floors and ceramic tiles base Cleaning of ceilings and high walls, cleaning of fans, cleaning of roofs, terrace etc	Weekly
24.	Cleaning of all chrome fittings, glass frames, soap holders etc to a shiny finish	Weekly
25.	The Contractor will provide duty chart to SEO Cell of Deptt. of IPP and also past one copy in respective toilets	Weekly
26.	Water coolers- The exterior of water coolers shall be Wiped and cleaned The tray of the water-cooler shall be cleaned by using appropriate cleaning agents The floor around the water cooler shall be cleaned along With the corridor floor and efforts should be made to keep the surrounding area dry.	Daily
27.	Hand wash basins and fittings located outside the toilets and drinking water facilities- the wash basin and fittings shall be cleaned The area around these faculties usually gets very dirty due to disposal of garbage and spilling/over flowing of water	Twice a day at 9 A M. and 2-30 P M on all working days and at least once at 9 A M on Saturdays, Sundays and Holidays and additionally on demand.
28.	Switchboard, plastic and brass planters, fixed furniture, wall hanging, etc in common areas shall be suitably cleaned.	Daily

29.	Quadrangle- sweeping and collection of dead leaves, garbage collection from dustbins and that lying in the open, cleaning of Circulating and parking areas using long handle broom shall be done	Twice daily at 9 AM and 2 PM on all working days and at least once on Saturdays, Sundays and Holidays
30.	The garbage collected shall be put In large polythene garbage bags With the mouth tied and then transported to the nominated NDMC dump / NDMC	Daily
31.	The contractor shall provide for an Ice cube making machine of suitable capacity as indicated in the list of cleaning equipment for placing sufficient Ice cubes In urinal pots to reduce the chances of bad smell/odour emanating from toilets. The Ice cubes may be required to be replenished In urinal pots on a	Several times a day
32.	Any other Item in the corridors, toilet or periphery area as per demand.	

6. Weekly cleaning schedule:-

- a. Hosing and cleaning of awnings on entry gates using high pressure jet washing machine.
- b. Cleaning and washing of quadrangles using high pressure jet washer and wet sweeping/mopping.
- c. Intensive cleaning and dusting of ventilators in toilets including its glass panes, grills, etc.,
- d. Intensive cleaning of wall tiles/granite cladding on wall in toilets.
- e. Dusting and cleaning of cobwebs from ceiling of corridors, toilets, staircases, store rooms, basements using appropriate brushes.
- f. Thorough washing of all walls and doors of toilet with appropriate detergent and disinfectant.
- g. Intensive cleaning of corners of floors, urinal drains, etc., using appropriate brushes, equipment and cleaning agents.
- h. All washrooms dustbins would be thoroughly cleaned and sanitized.
- i. Waste bins from pantry/canteen areas would also be thoroughly cleaned and sanitized with disinfectants.
- j. Sweeping, mopping, machine scrubbing of all specified floors.
- k. Sweeping of car garages wherever possible.
- l. Sweeping of roof top floor.
- m. Polishing of all brass items like name plates, handles, railings, banisters, etc., in corridors, reception and entrance areas with brass polish.

7. Other terms and conditions

- a) The supervisors and workers shall report for duty by 8 AM on all days including holidays and should be available at site every day during office working hours. In case of emergency complaints, the contractor is to ensure rectification of defects immediately.
- b) The contractor will immediately attend the complaint and complete the same on its receipt on the same day.
- c) The contractor should maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.
- d) The contractor will have to maintain all types of records for consumption and receipt if material as desired IPAB and instruction issued from time to time in this regard should be complied with by the Bidder.

- e) All nominated housekeeping personnel including supervisors shall be available till 5.30 PM on all days including holidays.
- f) At least two housekeeping personnel shall be present on each floor upto 7.30 PM on all working days.
- g) The contractor shall provide the following minimum supervisors & housekeepers-

Sl.No.	Description	No. Of Housekeepers (minimum) Grade-unskilled / Semi-skilled	No. Of supervisors (minimum) Grade - Skilled
1.	As per work schedule of the tender working days for IPAB, Chennai	5 (3 Male+2 Female) male or female can be reduced or increased according to need	1 (1 Male)
2.	As per work schedule of the tender working days for IPAB, New Delhi	4 (2 Male+2 Female) Male or female can be reduced or increased according to need	1 (1 Male)

- h) Surprise inspections may be carried out by Appellate Board officials to assess the level of housekeeping.
- i) The contractor shall employ adult labours only. Employment of child labour will lead to the termination of the contract. The contractor shall also be responsible for making payment to unskilled and Semi skilled labourers as prescribed / revised from time to time by Govt. Of NCT of Delhi and needs to be adhered all existing Labour Laws by following the minimum wages Act.
- j) The contractor shall also be responsible for payment by following the minimum wages Act, as applicable, and also of obeying all existing Labour Laws.
- k) The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The contractor must also ensure that they are of decent character, sound health and possess general abilities to carry out the required works and are also able to read instructions written in Hindi and Tamil.
- l) The contractor shall provide photo-identity cards and uniforms to the workers and it should be ensured that all the workers bear proper uniform and displays identity card throughout the working hours. The uniform shall be as approved by Appellate Board. The uniform will necessarily include body overalls or shirt & trousers, baseball type cap, standard design of shoes and socks.
- m) The Department reserves the right to bar any worker, employed by the contractor, for carrying out the works, if there happens to be any doubt about his/her integrity, conduct and character. The decision of Department in this regard shall be final and binding on the contractor.
- n) The contractor shall ensure proper supervision of the work on daily basis. The contact number of the person deputed for supervision shall be intimated to the officers designated by the Department. Proper registers / records for the jobs carried out on daily, weekly, fortnightly and monthly basis, shall be maintained by the supervisor, which will be signed by the officers / officials of SEO cell of this Department at regular intervals and finally at the end of each month.
- o) The contractor shall prepare check lists for all the housekeeping activities and get the same approved from Appellate Board prior to start of work. These checklists shall be displayed in suitable locations as approved by Appellate Board. The contractor shall ensure that the checklists are filled up after due verification of housekeeping activities by their supervisor. During surprise inspections these check lists may also be reviewed. These checklists shall also

form the basis for verifying performance of the contractor. All check lists shall have to be duly catalogued and stored by the contractor and will be procedure on demand.

- p) The contractor must procure and possess on their own the entire requisite cleaning equipment, tools, consumables, materials, facility etc. All equipment, tools and machinery along with fortnightly supply of consumables has to be made available and displayed for inspection / approval to the Appellate Board officer, nominated for this purpose, prior to start off work of that fortnight. This exercise should be repeated every fortnight. No additional cost towards this will be borne by this Department. All consumables should be replenished on regular basis.
- q) Electricity for operating the machine and equipment shall be provided free of cost by Appellate Board.

8. Supply of Consumables and Materials

The contractor shall assess the quantity of consumables to be used and supply them in advance and store them at the allocated space on fortnightly basis. Adequate stocks shall have to be maintained and in case of surprise checks by Appellate Board, if nil / inadequate supplies of items are noticed suitable penalties shall be levied. The contractor shall ensure that all branded consumable items shall be supplied in standard sealed packing if OEM's only for the purpose of verification. Diluted chemicals shall not be kept in the sort under any circumstance.

9. Period of Contract

The contract shall be valid initially for two years from the date of signing of the contract / agreement. The contract can be further extended. On the same rates and terms & conditions on yearly basis for a further duration of 01 year subject to satisfactory performance which will be decided by mutual consent between the Department of Industrial Policy & Promotion and the contractor by obtaining prior approval of competent authority. Further the Department reserves the right to curtail the validity of contract for such period as may be found suitable by the Department.

10. Penalty

The following penalties may be levied by Appellate Board -

- (i) In case the services are found deficient on any particular day(s), this department will deduct that day(s)'s pro-rata contract amount for those particular days.
- (ii) In case of inadequate manpower on any working day Rs.500/- per housekeeper deficient per day (Rs.1000/- per supervisor per day) shall be levied.
- (iii) Penalty for improper / dirty uniform – Rs.100/- per person per day.
- (iv) Penalty of Rs.1000/- per day will impose for unsatisfactory performance is notices in any of the floors / quadrangles and periphery of Appellate Board.
- (v) If unsatisfactory performance has noticed in any of the floors / quadrangles and periphery of Appellate Board for more than 7 days but not exceeding 10 days, the Department will deduct upto 50% amount of the total bill amount. If unsatisfactory performance continues for more than a period of 10 days in any of the floors / quadrangles and periphery of Appellate Board, the Department reserves the right to terminate the contract without any further notice. In such an event Security Deposit of the contractor shall be liable to be forfeited.

- (vi) The contractor shall be fully responsible for any damage caused to the property of Department by his staff during sweeping and cleaning work or otherwise and this office will deduct suitable amount from the bills payable to him or recover the same from the security deposit.

11. Performance Security

- i. The successful bidder shall be required to deposit an amount equal to 10% of the work value within 10 days of the letter of intent, as performance security.
- ii. Performance security shall be submitted in the form of bank guarantee issued by nationalised bank as per Form III of the bid document.
- iii. Performance security will be discharged after the completion of contractor's performance obligations under the work.
- iv. If the contractor fails or neglects any of his obligations under the terms and conditions of services, it shall be lawful for the department to forfeit either whole or any part of the performance security furnished by the bidder as penalty for such failure.

12. Payment Terms

- i. Appellate Board is a Tribunal comes under Ministry of commerce and industry. After submission of bills by the contractor and satisfactory performance of services. The Payment for housekeeping services shall be made by the IPAB Chennai on Pro-rata percentage fixed through CS on monthly basis.
- ii. The bills shall be submitted by the service provider to Appellate Board in 7 parts for the whole building by 10th of the succeeding month.
- iii. The Department shall verify the bills and make necessary payments after ascertaining the following:-
 - a. That the amount of EPF/ESI contributions (both employers' and employee's contribution) for the duration of engagement in question paid to the EPF / ESI authorities.
 - b. That the copies of authenticated documents of payments of such contributions to EPF / ESI authorities are submitted and
 - c. That a declaration from the service provider regarding compliance of the condition of EPF/ESI Acts is submitted.
- iv. Any sum of money due and payable to the contractor (including EM refundable to him) may be appropriated by the Department and set off the same against any claim of the Department for payment of a sum of money arising out of this work order or under any other contract made by the contractor with the Department.
- v. Payment for contingent labourers will be made by Appellate Board for those labourers deployed by Appellate Board or Chennai and Delhi.

13. Termination of services

IPAB may without prejudice to any other remedy for breach of terms and conditions, terminate the services in whole or in parts, if

- i) The service provider fails to provide service within the period(s) specified in the terms and condition or any extension thereof granted by Appellate Board.
- ii) The service provider fails to perform any other obligation(s) as laid down in the terms and conditions of the order.
- iii) The service provider fails to make monthly payments to the workers or is found to make short payments.
- iv) Appellate Board may also by giving written notice and without compensation to the service provider, terminate the work order if the service provider becomes unwilling, bankrupt or otherwise insolvent as declared by the competent authority without affecting its right of action or remedy as hirer.

14. Indemnification

The successful bidder is solely liable to indemnify and keep Appellate Board indemnified against all loss/penalties/awards/decrees arising out of litigation/claims/application initiated against Appellate Board on account of acts of omission/commission attributable to successful bidder/service provider and which were punishable under the provision of various labour laws as amended from time to time. Appellate Board shall be vested with sole discretion to determine damages/loss suffered on account of above from the dues payable or from security deposit as performance guarantee or from either the personal property of the Bidder or property owned by his firm/company by way of initiating suitable legal action against the successful bidder at any point of time.

15. Other special conditions

- i) The department may require the service provider to discuss or remove from the site any person or persons in the service provider's employment upon the work, who may be incompetent, or, misconduct himself and the service provider shall forthwith comply with such requirements.
- ii) As contemplated under Section 4-A of the payment of gratuity Act, 1972, the service provider shall, without limiting any of his obligation or liabilities, at his own expense, obtain a compulsory workman's compensations Insurance scheme from the Life Insurance Corporation of India (LIC) etc., so as to facilitate smooth and timely payment of gratuity amount to the workers, whenever any claim is formally preferred.
- iii. The contractor shall be provided with space during the service period for storage of the tools, equipment, consumable, etc. The space so provided should be used only for the purpose for which it is provided. The service provider shall have no tenancy right only the space so provided. No residential accommodation shall be provided to the staff of the contractor.

Interested firms are therefore, requested to send their quotation to the undersigned, IPAB, Guna Complex Annexe-I, 2nd Floor, 443 Anna Salai, Teynampet, Chennai-600 018 by 5:00PM of the 2nd of December, 2018.

Tenders received after the closure Date and Time will not be entertained. It may be indicated in the rate quoted that the Service Tax is included/excluded.

The envelope containing the quotation should be super scribed as "Quotation for providing manpower to work as Housekeeping Services". The Technical bids will be opened at 3:00PM on the 3rd of December, 2018 in the room of the undersigned in the presence of the representatives of the firms.

Sd/-
Sanjeev Kumar Chaswal
Technical Member / Head of office
For Chairman

Copy To:

1. All offices of Government of India. They may bring this to the notice of Contractors engaged by them for responding to this office in case they are interested.
2. To upload the above letter on the IPAB website.

Annexure-I

Technical Bid

Technical Bid should indicate the following information along with the self attested photocopies of these documents:-

- a) Profile of the company
- b) Proof of incorporation/inception of the Agencies.
- c) Registration for manpower supply.
- d) PF Registration details.
- e) ESI Registration details.
- f) PAN No.
- g) Service Tax Registration No.
- h) Details of registration with the labour commissioner.
- i) List of organization to which man power is being supply by the bidder.
- j) Whether the firm has been blacklisted by any Government IPAB or any criminal case register against the firm or its owner (give details).
- k) Any other relevant information.

(Name and Signature of the authorized
Person of the firm along with the seal)

APPLICATION FINANCIAL BID

(For providing persons for Housekeeping services)

1. Name of tendering company/firm/agency.
2. Details of Earnest Money Deposit Rs.5000/- (Rupees Five Thousand Only) D.D./P.O no. Date and Drawn on Bank;
3. All the Housekeeping services persons deployed in this will be paid their wages in the monthly basis (By ECS/RTGS by 7th of the following month) by the company/firm/agency and the proof of disbursement will be submitted to this IPAB.
4. Rates are to be quoted in accordance with the Minimum Wages Act 1948. As applicable in the NTC of Delhi.
5. The employee as engaged by the house keeping Contractor will be solely responsible for meticulous compliance of terms and conditions of the agreement and will be working under the control and supervision of the Contractor. Be it made clear that by this agreement, no relationship will come into existence between the employee engaged through the Contractor and the IPAB administration.

The outsourcing provider firm must quote Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess / education cess etc by stating total rate per person for maintaining the work schedule of housekeeping services as mentioned in the main tender for Chennai and Delhi Registry. Rs. _____ (Rupees _____) inclusive of all statutory liabilities, taxes, levies, cess/edu. cess etc.

Sl. No.	Component of Rate	Amount @
1.	Minimum wages rate per person unskilled labour (as per MWA, 1948) inclusive Employees Provident Fund, Employees State Insurance, Liability and further inclusive of all Admin./Service Charge or liability if any	
2.	Minimum wages rate per person as supervisor (as pr MWA, 1948) inclusive Employees Provident Fund, Employees State Insurance, Liability and further inclusive of all Admin./Service Charge or liability if any	
Total		

@ Amount in respect of above mentioned items should be mentioned properly and correctly against each item. If any column left blank intentionally or filled up with 'NIL'/'Not Applicable', the bid will not be considered by competent authority.

Signature of authorized person

Full Name: _____

Seal: _____