

TENDER ENQUIRY
(ORDNANCE FACTORY BADMAL, MINISTRY OF DEFENCE,INDIA)
INVITATION OF BIDS FOR

**"YEARLY CONTRACT FOR CLEANING/SWEEPING OF OFFICE BUILDING,
TOILETS, BATHROOMS ETC. INSIDE FACTORY AREA."**

TENDER NOTICE NO: 4061/OTE-113/MM-13140366 /OFBL DATED. 30.03.2014
TENDER ENQUIRY NO: MM/13140366 DTD. 30.03.2014, DUE ON DTD. 25.04.2014

The General Manager, Ordnance Factory, Badmal, Dist: Bolangir, Pin-767070 (Odisha), on behalf of the President of India invites separate Technical Bids & Price Bids through "E-procurement system" for supply of the items as follows.

Sl. No.	Brief Description of Item	No. of head per day	Quantity (Whole Job for One Year)	Last date of submission of Technical & Price bid through E-procurement system.	Tender Opening date & time
01	Cleaning/Sweeping of office building, toilets, bathrooms etc.inside factory area.	19Nos. Safaiwala/ Labourer (Unskilled)18 + Supervisor 01 = 19 Nos.)	12 Months (One whole job meant for one month)	25.04.2014 AT 02.00PM	25.04.2014 AT 02.30PM

- The address and contact numbers for sending Bids or seeking clarifications regarding this TE are given below
 - Bids/queries to be addressed to** : General Manager
 - Postal address for sending the Bids** : Ordnance Factory Badmal
At/P.O.: Badmal-767 070,
Dist.: Bolangir, Odisha, India
 - Name/designation of the contact personnel** : General Manager
 - Telephone numbers of the contact personnel:** +91-6655-250969 to 250973
 - E-mail id of contact personnel** : gm.ofbol@gmail.com
 - Fax number** : +91-6655-250271 / 250561.
- This TE is divided into five Parts as follows:**

Part-I – Contains General Information and Instructions for the Bidders about the TE such as the time, place of submission and opening of tenders, validity period of tenders, etc.

Part-II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications and Delivery Period.

Part-III – Contains Standard Conditions of TE, which will form part of the Contract with the successful Bidder.

Part-IV – Contains Special Conditions applicable to this TE and which will also form part of the contract with the successful Bidder.

Part-V – Contains Evaluation Criteria and Format for Price Bids.
- This TE is being issued with no financial commitment and the Buyer reserves the right to change or any part thereof at any stage. Buyer also reserves the right to withdraw the TE, should it become necessary at any stage.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** The Bid(Both Technical & Commercial Bid separately) should be filled **on or before 25.04.2014 AT 02.00 PM**. The envelopes should be clearly marked **E-PROCUREMENT TENDER**. The responsibility to ensure this lies with the Bidder. Documents relevant to Technical Bid dully filled in completely and signed wherever required along with necessary and supporting documents are to be applied through our e-procurement system. For this purpose firm have to enroll as a vendor in OFB website <https://ofbeproc.gov.in> . For this purpose firm have to possess a Class-III Digital Signature Certificate (DSC) with USB token from Certifying Authorities (CA) immediately and a valid e-mail account. Information for obtaining the DSC can be seen in the same website. Firm will also have to check the validity of their DSC. Without fulfilling the above, firm will not be able to quote/bid in any On-Line Tenders of the Factory. Hence it is requested to procure the above mentioned DSC and create a valid e-mail ID (if not yet availed) within a short period of time and enroll themselves as a vendor to O.F. Badmal through the website <https://ofbeproc.gov.in> and quote against the above Open Tender Enquiry through E-procurement.
2. **Time and date for opening of Bids:** The Technical Bid will be opened at **02.30 PM. on 25.04.2014** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
3. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial (Price) Bids of only those firms will be opened, whose Technical Bids are found technically suitable after Technical evaluation is done by the Buyer.
4. **Clarification regarding contents of the TE:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
5. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
6. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
7. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tenders will be rejected.
8. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be deleted for the given range of items as mentioned in this TE.
9. **Validity of Bids:** The Bids should remain valid till 120 days from the opening of the Bids.
10. **Indemnity Bond:** The Firm /contractor shall indemnify the customer against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the contractor's work or for dues of any kind whatsoever, and customer shall not be bound to defend any claim brought under the Workmen's Compensation Act,1923 or Payment of Wages Act 1936, or any other statutory Act or law in force from time to time and applicable to the said work unless the contractor first deposit with the customer a sum sufficient to cover any liable which customer may have to incur in relation to such proceedings.
11. **Cost of Tender Paper :** Bidders are required to submit **Rs.100/- (Rupees One hundred only)** towards cost of tender papers. The firms who are registered with NSIC need not to pay cost of tender paper. Photocopy of such valid registration should be enclosed along with technical bid.
12. **Earnest Money Deposit :-** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 47,380.00 (Rupees Forty Seven Thousand Three Hundred Eighty only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form OFBPM-13 (Available in OFB website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Ordnance Factories, Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Govt. of India. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED
SCOPE OF WORK WITH TERMS AND CONDITIONS

SCOPE OF WORK AND TERMS-CONDITIONS RELATED TO (YEARLY)MAINTENANCE/CLEANING
CONTRACT FOR CLEANING/SWEEPING & TOILET/BATH ROOMS CLEANING INSIDE FACTORY

Ref: 2311/Inside Factory Conservancy/Y&E, dtd. 24.01.2014

(A) SCOPE OF WORK : Tenure of contract : 12 months (Excluding Sundays & Holidays)

The scope of work under this contract will cover the (Yearly) Maintenance/Cleaning contract for Cleaning/Sweeping & Toilet/Bath rooms inside factory area. The tenure of the contract is 12 months. The successful contractor has to deploy 18 nos. of sweepers and 01 No. Supervisor on daily basis excluding Sundays and holidays.

- I) Cleaning/sweeping of each rooms, corridor, doormat, cleaning of each doors & windows and collection of waste-arials from the waste-bin and disposal of same to the dust-bins shall be done by the contractor's sweepers once in daily basis.
- II) Disposal of waste materials collected at dust-bins to be done twice in a week by the contractor's deployed sweepers.
- III) Cleaning of cob web from all walls, ceiling, doors & windows and cup-boards / almirahs to be done by the contractor's sweepers once in a week.
- IV) The daily sweeping-cleaning work and attendance shall be rendered by the respective sectional heads / authorized representatives in the contractor's work-diary.
- V) Cleaning of all toilet/bath room floor, commode/ WC Pan with detergent powder and subsequently spreading of phenyl (Scented) water on daily basis.
- VI) Cleaning of all wash basins with detergent powder will be done daily.
- VII) 4 nos. of naphthalene balls should be kept in each urinal bowl fortnightly.
- VIII) All Commode/WC pan / wash hand basins should be cleaned with harpic on weekly basis .
- IX) Cob webs will be cleaned once in a month.
- X) For sanitation work like removal of day to day chokage in traps of bath room, toilets and also removal of day to day chokage of underground sewage lines and manholes nearest to the buildings inside Fy. area to be done as and when required.
- XI) As and when demand arises, the contractor's deployed sweepers will be shifted to other units/section for cleaning/sweeping of rooms, cleaning of toilets and other cleaning work.

(B) INSPECTION: The inspection will be carried out by a team of factory authorities/nominated by the GM/user section of OFBL from time to time and render certificate on successful completion of job on monthly basis. The contractor is responsible for the maintenance of log-book; register etc, as required relating to the laborers/Supervisor deployed by him. The contractor will be responsible to observe all the **statutory rules pertaining to the labour contract without any failure** . A work register showing the number of workman and area covered /work carried out shall be maintained by the contractor and placed for verification on daily basis.

(C) DETAILS OF MATERIALS:

Sl. No.	Description of Material	Unit	Requirement/year	Brand Name
01	Broom	No.	480	--
02	Detergent Powder	Kg.	594	Nirma/Wheel (Sealed Pkt.)
03	Napthalene Ball (70 nos./Pkts.)	Kg.	60 Pkts.	Bengal chemicals (Sealed Pkt.)
04.	Perfumed Phenyl	Ltr.	297	Doctor/Bengal Chemical (Sealed container)
05.	Harpic	Ltr.	52	--

- All materials enlisted above should be brought once in a month and proper Gate entry to be made and record to be kept. The materials to be deposited at Y& E office on monthly basis and signature of HoS / Y&E to be taken.

(D) MANPOWER:

Sl. No.	Name of Work	Manpower to be deployed
01.	Sweeping/Cleaning and cleaning of all toilets , bath rooms on daily basis of rooms, corridor including doormats and carpets, almirah/cup-board, removal of cobwebs from rooms and corridor, cleaning of doors and windows and buildings surroundings, collection of removal of waste arisals etc. from waste-bins including periodical clearance of area dust bins (weekly twice). Cleaning of all toilets, bath rooms situated in the buildings of Unit, sweeping/swabbing of floor with phenyl and washing material as per specification , periodicity, terms and conditions and to the satisfaction of Engg.-In- Charge.	18 number of sweepers + 01 number of Supervisor to be deployed on daily basis (excluding Sundays & holidays).

NOTE: Detail cost of Material and Manpower to be specified separately.

(E) CANCELLATION/TERMINATION OF CONTRACT: In case of failure of the contractor to perform the contract satisfactorily, the same will be cancelled at his risk without any claim being admissible. The contractor shall not discontinue the work without the consent of the GM/OFBL. If the contractor is unable to complete the job for any reason, General Manager, OFBL shall complete it by engaging another contractor or by any other means at his discretion at the risk and cost of defaulting contractor. The contract can be terminated by factory management by giving one month notice to the contractor. The contractor is permitted to terminate the contract by giving minimum 4 months notice in writing to factory management. During the period of notice the party will continue to discharge all their duties and obligations.

(F) OPTION CLAUSE: The contractor shall quote whole job cost as per work schedule. If the one year tenure of the contract is completed successfully then the tenure can be further extendable for a period of 50% of order quantity or part thereof. No escalation or upward revision of rate is permitted except variation in price for enhancement of labour wages as per the applicable DA hike in labour wages circulated by CLC from time to time and additional amount due to such hike in labour wages will be paid to the contractor over and above the accepted price.

(G) PENALTY CLAUSE:

- For less deployment of manpower, factory may have the option of deducting double the amount being paid to the contractor towards the wages of its sweeper.

- For material portion, the deduction will be made for non-usage of material as indicated above.

In addition, for less deployment of manpower and non-usage of material, factory management will have the right to deduct 1.5% of the total bill amount for inconvenience caused by the contractor for carrying out the normal job of the factory.

- In case of delay in payment to the workers, penalty @0.5% of month's payment per week or part of week will be deducted for the payment beyond 10th day of the month.

(H) ADDITIONAL POINTS:

01. The contractor's workers will report at respective places or as directed by HoS/Y&E before 8.00 AM exclusively. The detailment of manpower is the sole responsibility of the contractor. All the day to day cleanliness work should be carried out as directed by the representative of GM or HoS of user section. It should be ensured that the workers are detailed with proper tools for the job to avoid possible delay in the day to day work. These workers should not be utilised by the contractor for other purposes. However, Factory authorities reserve right to utilise their services in unforeseen / emergent situations. In the exigency of work, they may be permitted by the General Manager to work beyond working hrs. and even on Sundays /Holidays and on shift duties as and when required.

02. The contractor will employ his own employees (Male and Female) implements, protective clothing, washing materials, Anti-Bacterial gadgets etc. and transport for the subject contract. The contractor will obtain security permission for himself and his employees from factory authorities prior to entering in factory on all days except Sundays/holidays from 08:00 hrs. to 05:00hrs.

03. The contractor will be totally liable for making any compensation, which may arise in case of any accidents to person employed by him against this contract.

04. The contractor will have to furnish a list of employee/supervisor along with supporting Character Certificate from two Gazetted Officers and PVR and also their photographs well in advance to Security office for issue of security passes.

05. Factory will not provide any accommodation for contractor's personnel. If required, the contractor may apply separately giving the details of personnel for accommodation on payment basis. The contractor shall bear all responsibility for accommodation facility granted to him.

06. Notwithstanding anything contained in the aforesaid terms and conditions, the contractor is duty bound to give cognizance to the orders and suggestions issued by Engg.-In- Charge from time to time.

CANCELLATION/TERMINATION OF CONTRACT: In case of failure of the contractor to perform the contract satisfactorily, the same will be cancelled at his risk without any claim being admissible. The contractor shall not discontinue the work without the consent of the GM/OFBL. If the contractor is unable to complete the job for any reason, General Manager, OFBL shall complete it by engaging another contractor or by any other means at his discretion at the risk and cost of defaulting contractor. The contract can be terminated by factory management by giving one month notice to the contractor. The contractor is permitted to terminate the contract by giving minimum 4 months notice in writing to factory management. During the period of notice the party will continue to discharge all their duties and obligations.

PENALTY CLAUSE:

- For less deployment of manpower, factory may have the option of deducting double the amount being paid to the contractor towards the wages of its labourers.
- For material portion, the deduction will be made for non-usage of material as indicated above. In addition, non-usage of material, factory management will have the right to deduct 1.5% of the total bill amount for inconvenience caused by the contract for carrying out the normal job of the factory.
- In case of delay in payment to the workers, penalty @ 0.5% of month's payment per week or part of week will be deducted for the payment beyond 10th day of the month.

ADDITIONAL POINTS:

01. The contractor's workers will report at respective places or as directed by Engg.-In-Charge before 8.00 AM exclusively. The detailment of manpower is the sole responsibility of the contractor. All the day to day cleanliness work should be carried out as directed by Engg.- In-Charge or his Authorised representative. It should be ensured that the workers are detailed with proper tools for the job to avoid possible delay in the day to day work. These workers should not be utilised by the contractor for other purposes. However, Factory authorities reserve right to utilise their services in unforeseen / emergent situations. In the exigency of work, they may be permitted by the General Manager to work beyond working hrs. and even on Sundays /Holidays and on shift duties as and when required.
02. The contractor will employ his own employees (Male and Female) implements, protective clothing, washing materials, Anti-Bacterial gadgets etc. and transport for the subject contract. The contractor will obtain security permission for himself and his employees from factory authorities prior to entering in factory on all days except Sundays/holidays from 08:00 hrs. to 16:30hrs, Lunch break 12:30 hrs. to 13:00 hrs.
03. The contractor will be totally liable for making any compensation, which may arise in case of any accidents to person employed by him against this contract.
04. The contractor will have to furnish a list of employee/supervisor along with supporting Character Certificate from two Gazetted Officers and PVR and also their photographs well in advance to Security office for issue of security passes.
05. Factory will not provide any accommodation for contractor's personnel. If required, the contractor may apply separately giving the details of personnel for accommodation on payment basis. The contractor shall bear all responsibility for accommodation facility granted to him.
06. Notwithstanding anything contained in the aforesaid terms and conditions, the contractor is duty bound to give cognizance to the orders and suggestions issued by Engg.-In- Charge from time to time.
07. Payment to the workers is to be done in presence of GM representative /OFBL. Firm must confirm to make payment as per minimum wages act, issued by Ministry of labour & Employment. **100 % payment will be made month wise after submission of bill for payment of statutory levies supported by job completion certificate/receipt voucher issued by User section of OFBL.** Firm has to submit the monthly Payment Muster roll of employees showing payment against each counter signed by ALWC/OFBL by 15th of next month failing which subsequent bills will be held up.

"OR"

Wage of the worker has to be credited to their bank account the statement of the same should be verified by ALWC/OFBL that firm has made payment as per minimum wages act issued by Ministry of Labour & Employment. The same has to be submitted by 15th of next month , failing which the subsequent bills will be held up.

08. The contractor shall not pay less than minimum wages as prescribed by the State Govt. / Central Govt. from time to time. The payment to the workmen for the month shall be ensured before 7th of the following month and shall not be related to the payment due to the contractor. Absentee payment shall be made on 10th of the month. The payment shall be made in presence of nominated officers of OFBL. In case of delayed payment to the workers, Penalty @ 0.5 % of month's payment per week or part of week will be deducted for the payment made beyond 10th day of the month. He shall maintain the following documents.

Sl. No.	Name of the Document	Remarks
01.	Register of Wages	In FORM-XVII as given under Contract Labour(Regulation& Abolition) Central Rules,1971
02.	Muster Roll	In FORM-XVI as given under Contract Labour(Regulation& Abolition) Central Rules,1971
03.	Register of Workman employed by Contractor	In FORM-XIII as given under Contract Labour(Regulation& Abolition) Central Rules,1971
04.	Register of deduction for Damage or Loss	In FORM-XX as given under Contract Labour(Regulation& Abolition) Central Rules,1971
05.	Register of Fines	In FORM-XXI as given under Contract Labour(Regulation& Abolition) Central Rules,1971
06.	Register of Advances	In FORM-XXII as given under Contract Labour(Regulation& Abolition) Central Rules,1971

The contract shall produce the above documents as and when called by Factory management.

SUPERVISION: The responsibility of supervision of manpower detailed by the contractor, quality and quantity of work will solely lie on the contractor and factory management will only assign job in totality. In order to monitor the progress of work, a weekly inspection will be carried out by contractor himself and representative from factory. Factory representative will assign the work to the supervisor of the contractor, daily monitoring and supervision will be responsibility of the contractor only. The report thus jointly made will be submitted by the contractor along with its monthly bill and will from an important document for payment.

ADDITIONAL SECURITY & SAFETY INSTRUCTIONS

01. If, the contractor's men are found violating security and safety instructions and norms, they will be debarred from entering the factory/estate and shall not be allowed to work.
02. The Supervisor and labourers/safaiwala employed by the contractor are liable to search by Security staff while entering/leaving the factory or as and when required.
03. The contractor should exercise full control over his personnel and take all necessary safety measures at the time of working near service items electric wires, cables etc. The contractor shall provide all the safety gadgets to his men and ensure that they do use and wear them at the time of working.
04. The contractor and his men should have a valid and clear PVR to enter inside the factory premises. The responsibility for obtaining clear PVR for himself, for his supervisor and for his men lies with the contractor who shall do the necessary liaisoning in the matter with authorities within 15 days of receipt of the Supply Order.
05. General Manager, Ordnance Factory Badmal reserves the right to refuse the entry of any individual inside the factory and Estate and he is not obliged to give reasons for the same.
06. The Contractor has to obtain prior permission for his labourers to gain entry inside the factory and Estate and necessary passes have to be obtained from the Security Officer after completion of the formalities. No admission for the contractor and his men will be permitted without valid PVR from the competent authority.
07. Movement of the contractor and his workers will be restricted to the indicated work sites only.
08. The contractor will not bring any article/material/stores that are not required in connection with the performance of the contract. The material of the contractor will be subject to check.
09. Neither the contractor nor his labourers/Agents shall bring articles like beedi, cigarettes, gas or gas stoves, lighter, electric heater or any articles involving the use of flames or any kind of intoxicant or any items capable of causing fire or any other contraband inside the factory. He and his employees will be fully responsible for any unsafe act and will be liable to be proceeded against for this. Contractor and his employees will also not use any communication device inside factory.
10. The contractor and his labourers/Agents will be required to maintain discipline inside the factory and carry out all orders/instruction of the General Manager Ordnance Factory, Badmal. In particular he shall follow and abide by the security instructions issued by or on behalf of the General Manager.
11. The contractor will be responsible for any casualty or accident, etc of his labourers/Agents and liable to pay due compensation as decided by the competent authority. The labourers of the contractor will have to carry passes/tokens issued by the factory security officer when working inside the factory and they must return it on the cessation of the contract.
12. The contract can be terminated at any time without assigning reasons by giving seven days notices.
13. Any type of accident or snake/insecticide bite to worker contract shall himself be responsible. Factory does not take any responsibility whatsoever in this matter.

14. All contract labourers/safaiwala while entering the Estate will wear a clearly identifiable maroon coloured jacket over their dress at the time of work. The jacket is to be provided by the contractor. The labour would wear the jacket for the entire duration of his stay inside the Estate for easy identification of the contract labourers. He/She will be debarred from the estate if found without the jacket at any time during the prescribed hours.
15. The contractor will have to provide First Aid box with medicine and accessories to their employees.
16. The contract will work as per the work permit system in proper spirit and not as a mere formality. The contractor to provide all safety equipment and PPE's to his employee for completion of the said job.
17. Persons having habit of smoking or carry tobacco or any other forbidden material inside the factory is not permitted as per safety norms.
18. All the rules and regulations pertaining to Danger Building area must be strictly adhered to as per factory act-1948.
19. The contract will be cancelled if any contractor's person is found to violate DB Rules and regulations of OFBL without any further correspondences.
20. Persons engaged in the contract should abide by all safety and security regulations.

CONDITIONS FOR PRE QUALIFICATION: The bidder should submit the following documents with the tender failing which the offer may be liable to be rejected.

C. ESSENTIAL TECHNICAL REQUIREMENT OF TE FOR PRE-QUALIFICATION

The firm should have executed labour contract in the past and should have got valid labour license for that contract from Labour Commissioner.

1. Contractor should submit valid labour license, if applicable, with in a period of 30 days after award of the labour contract.
2. EPF No. and ESI No. to be obtained, if applicable, with in one month from the date of award of the contract.
3. Contractor must submit Income tax PAN.
4. Contractor should submit EPF Registration Certificate.
5. Contractor should submit Service Tax Registration Number with valid certificate from component authority.
6. The firm should submit an affidavit that they have not been blacklisted by any Central/State Govt. Agency in past three years.
8. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a. Three similar completed works costing not less than the amount equal to 40% of the Estimated cost. "OR "
 - b. Two similar completed works costing not less than the amount equal to 50% of the Estimated cost. "OR "
 - c. One similar completed works costing not less than the amount equal to 80% of the Estimated cost.
9. Contractor should submit **Rs. 47 380.00 (Rupees Forty Seven Thousand Three Hundred Eighty only)** towards EMD.

NOTE: Failure to meet the above conditions mentioned at 'C' may result in ignore/rejection of bid without notice.

D. GENERAL CONDITION OF TE

Indemnity Bond: The Firm /contractor shall indemnify the customer against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the contractor's work or for dues of any kind whatsoever, and customer shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or law in force from time to time and applicable to the said work unless the contractor first deposit with the customer a sum sufficient to cover any liable which customer may have to incur in relation to such proceedings.

1. EPF No. and ESI No. to be obtained, if applicable, within one month from the date of award of the contract.
2. Opening date of T.E. : 21 days from the date of publication of TE.
3. Validity of offer : 120 days
4. Payment : 100 % payment within 30 days on Job Completion Certificate issued by user.
5. Option Clause : 50% of the order quantity.
6. Price variation clause : Applicable as per Govt. notification for minimum wages rate.
7. Inspection : GM/OFBL or his authorized representative.
8. PSD : Applicable (10% of the contract value.)
9. **Tender documents fees : Rs. 100/- (Rupees one hundred only).**
10. All the OFB guidelines regarding labour contract and standard terms and conditions as per OFBPM-10 guidelines will be applicable.

- a) All Necessary material/equipments required for above jobs will be provided by the contractor.
- b) The contractor will not engage any minor i.e. any person below the age of 14 yrs for the above work.
- c) The Indemnity Bond to be furnished by the contractor to compensate any loss to factory on account of any failure /negligence on lapse in discharging the services. The amount of compensation will be decided by the factory.
- d) The contractor shall indemnify the factory against any litigation arising from violation of rules and status. The contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time, for carrying out the job. If due to any reasons whatsoever, factory management is made liable to pay any liabilities of the contractor under any of the said laws and enactments etc, the factory management shall recover the same from the dues payable by the factory to the contractor and/or the security deposit furnished by the contractor with factory.
- e) The contractor shall take out the following policies to cover up all the risk and keep them till the successful completion of the contract
 - i) Workman's Compensation
 - ii) Risk/Liability of 3rd party
- f) The contractor will be totally liable for making any compensation, which may arise in case of any accidents to person employed by him against this contract.
- g) The contractor has to furnish a list of authorised employee/supervisor along with supporting PVR, Character certificate from two Gazetted Officers their two recent photograph well in advance to this office for issue of security passes. During random check up if any unauthorized person found then the same comes under the negligence of contractor may attract administrative action.
- h) The contractor shall submit performance security deposit or Bank Guarantee from any Nationalized Bank or Private sector i.e Axis Bank Ltd, ICICI Bank Ltd &HDFC Bank LTD, of 10% of the total amount of contract in favour of GM Of Badmal – 767 070 within 30 days of receiving of the Supply Order. The bank Guarantee /Performance Security will be released after one month of expiry of the agreement period.
- i) The contract can be terminated by factory management by giving one month notice to the contractor. The contractor is permitted to terminate the contract by giving minimum four month notice in writing to factory management. During the period of notice the party will continue to discharge all their duties and obligation.
- j) The contractor shall be responsible for fulfilling the requirement of all statutory provision of contract labour (regulation and abolition) Act 1970, the minimum wages act 1936, Workman's compensation Act 1923 Employee liability Act, Employee Provident Fund Act and rules made under this Act. In respect of his men deployed at Ordnance Factory Badmal. The contract amount includes wages, bonus, gratuity or any other payment by the contractor to his men, all the equipment, tools and appliance and any other expense the contractor may incur during executing the contract.
- k. The contractor will have to provide necessary uniform and aprons etc to his employee for easy identification.
- l. The contractor will not sublet the contract job of any kind to any persons and will be solely responsible for the timely and qualitative completion of the job.
- m. The contractor men will not move around the factory except in the assigned area of work. However in the exigency of work, they may be permitted by the General Manager to work beyond the time and even on Sunday/holiday and on shift duties as and when required. The contractor men and women should maintain good personal hygienic and should not suffer from any contagious diseases.
- n. The contractor shall depute a separate, regular and full time supervisor for this work. He shall not be allowed to use any labour engaged in the job any supervisor deputed for any other job/contractor for this contract Separate set of manpower and supervisor will be deployed for each contract.
- o. Penalty of 1.5% of bill amount after pro rata deduction will be imposed for administrative inconvenience to the management or for non compliance of job.
- p. The bidder should have experience for providing such services to central Govt./state Govt. departments / public or private sector companies/undertakings/autonomous bodies etc.
- q. All the operations are to be carried out by well experienced persons.
- r. The Contractor's supervisor should supervise the jobs and should be available as long as his persons are present inside the factory and will be responsible for his persons as well as quality of work mentioned in the scope of work above.
- s. The contractor's persons are expected to work from 08.00 AM to 04.30 PM and with required break as per Factory Act-1948.
- t. The Firm shall not take out any material pertaining to the factory from inside.
- u. The firm's personnel have always to move with the factory representative assigned to them.
- v. No one engaged under contract will have any claim for employment in O. F. Badmal, Bolangir.
- w. Employment of personnel with record/exhibition of misbehavior, riotous conduct and agitation will be subject to consent /action as considered necessary of General Manager.
- x. All the OFB guidelines regarding labour contract and standard terms and conditions as per OFBPM-10 guidelines will be applicable.

PAYMENT TERMS:

- i. **The payment will be made** paid only according to job completion on completion of monthly basis. Further, any short coming/deficiency in performance noticed during routine or surprise checking, pro-rate deduction will be made from his bill.
- ii. **Earnest money** is to be deposited along with the tender for an amount of **Rs. 47,380.00 (Rupees Forty Seven Thousand Three Hundred Eighty only)** in the form of Bankers Cheque/Demand Draft from any Nationalised Bank in the name of General Manager, O.F. Badmal. Cash payment will not be accepted. The earnest money will be refunded in the case of unsuccessful Tenderers.
- (iii) **Security Deposit** : The contractor shall submit Bank Guarantee Bond for an amount equal to 10% of yearly contract amount from any Nationalized Bank, in favor of GM, O.F. Badmal - 767 070. The earnest money will be refunded when security deposit will be deposited.
- iv) **Arbitration**: - All the disputes and differences arising out in any way shall be referred to the sole arbitration of DGOF or his nominee appointed by him and there should not be any objection to such appointment that the arbitrator so appointed will be a Govt. servant. The arbitrator may from time to time with consent with the parties extend the time for making and publishing of award. The award of the arbitrator so appointed by OFB shall be final and binding on the parties to this agreement subject to arbitration act – 1996.
- (v) **Service Tax**: - Service tax payable by the contractor/firm should be included in the rate quoted.
- (vi) All other Govt. rates and taxes will be deducted if it exists or imposed in future days.
- (vii) The entire compensation amount owing to contractor's employees will be borne by the contractor himself.
- viii) The contractor's workers will report at respective places or as directed by Engineer -In-Charge before 08:00 AM exclusively for this purpose. The derailment of manpower is the sole responsibility of the contractor. All the day to day cleanliness work should be carried out as directed by the engineer-In-Charge or his authorized representative. It should be ensured that workers detailed daily with proper tools for the job to avoid possible delay in the day to day work. These workers should not be utilized by the contractor for other purposes. However, Factory authorities reserve right to utilize their services in unforeseen / emergent situations.
- ix) The contractor will employ his own employees (Male) implements, protective clothing, washing materials, Anti-Bacterial gadgets etc. and transport for the subject contract. The contractor will obtain security permission for himself and his employees from factory authorities prior to entering in factory on all days except Sundays/holidays from 08:00 hrs. to 16.30 hrs.
- x) **INSPECTION**: The inspection will be carried out by a team of factory authorities/ Engineer-In-Charge of OFBL from time to time and render certificate on successful completion of his jobs proportionately carried out by the contractor.
- ix) **PVR** : Workmen and labourers to be engaged should have good moral character. This being a defence installation, it is important that people having access to this area should have good antecedents. As such anybody employed for the job should have a satisfactory PVR. The contractor will submit PVR of all his workmen to factory management to grant security clearance for entry in to the factory. In case of any kind of wrong doing by his employees, contractor will be responsible for the same.
- x) Statutory charges like EPF, ESI will be reimbursed to the contractor at the prevailing rate on producing proof of payment of the same.

PART III – STANDARD CONDITIONS OF TE

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms OFBPM-32, OFBPM-33 & OFBPM-34 (Available in OFB website and can be provided on request).
4. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (a) In case of failure of the contractor to perform the contract satisfactorily, the same will be cancelled at his risk without any claim being admit-table.
 - (b) As per decision of the Arbitration Tribunal.
6. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
7. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 8) **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

PART IV – SPECIAL CONDITIONS OF TE

The Bidder is required to give confirmation of their acceptance of Special Conditions of the TE mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**
The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form OFBPM-3 (Available in MoD website and can be provided on request).
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional up to 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Payment Terms for Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form OFBPM-23A (Available in OFB website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:
 - a. 100% payment after acceptance of service by user's representative of OFBL.
 - b. Stage wise payments: Part payment against part supply will not be admissible unless staggered delivery is asked for.
4. **Paying Authority:** C. of F.A.(Fys), Ordnance Factory Badmal.
 - a. **Indigenous Sellers:** (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - i. Ink-signed copy of contingent bill/seller's bill.
 - ii. Ink-signed copy of commercial invoice/seller's bill.
 - iii. Copy of Supply Order
 - iv. Inspection note & Receipt voucher.
 - v. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as proof of payment for EPF/ESI contribution with nominal roll of beneficiaries, etc as applicable.
 - vi. Performance Bank guarantee / Indemnity bond where applicable.
 - vii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - viii. Any other document / certificate that may be provided for in the Supply Order / Contract.

5.Price Variation (PV) Clause – Applicable only for minimum wages and taxes and levies as per Govt. notification and not applicable for Service Charges, Materials and any other charges.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** -The broad guidelines for evaluation of Bids will be as follows:
 - a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TE, both technically and commercially.
 - b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the goods as mentioned in the TE. The compliance of Technical Bids would be determined on the basis of the parameters specified in the TE. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
 - c. **The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at FORMAT-B BASED ON THE GROSS VALUE OF ALL ITEMS.** The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - d. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - e. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders at L-1 price if felt necessary. The Buyer also reserves the right to do Apportionment of Quantity at the lowest offered rate, if it is convinced that Lowest Bidder is not in a position to complete full quantity in stipulated time.
 - f. Any other criteria as applicable to suit a particular case.

Sd/-
(D.K. SINGH)
WORKS MANAGER
For GENERAL MANAGER

**Part VI – COMPLIANCE STATEMENT
FORMAT -A
TECHNICAL BID**

SL NO.	COMMERCIAL AND GENERAL TERMS	DETAILS
1	Name, address of the agency/ company.	
2	Name, designation, address & telephone no. Of authorised person	
3	Please specify whether the tenderer is sole proprietor/ partnership firm/pvt limited company	
4	Name, address & telephone no. of directors/ partners	
5	Copy of PAN Card to be submitted	
6.	Copies of income tax return for last three financial year's to be submitted	
7	Copy of Service tax registration number to be submitted	
8.	To be submitted experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:- a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. OR b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. OR c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.	
9.	Compliance of PSD (Yes/No)	
10	Compliance of Price Variation Clause (Yes/No)	
11	Copies of labour license of previous contract to be submitted (If any)	
12	EMD submitted. Details of EMD i.e. Demand Draft/ FDR/ BG no. & date, validity and Banker's name furnished in quotation	
13	Compliance of Validity of offer -120 days (Yes/No)	
14	Firm has to submit a notarized affidavit that they have not been blacklisted by any Central/State Govt. Agency in past three years	
15	Copies of EPF regd. Certificate to be submitted (if applicable)	
16	Copies of ESI registration number to be submitted (if applicable)	
17	Any other information	
18	Declaration by the bidder: 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.	

Note: The entire above checklist to be supported by documents/ proof.

(Signature of the bidder)
Name and Address
(With seal)

(This page should be filled and scanned copy to be attached with bid)

SPECIMEN FORMAT OF PRICE BID

FORMAT-B

(DO NOT UPLOAD SCAN COPY, FILL-UP ONLINE ONLY)

The Price Bid Format is given below and It is for reference only , Bidders are required to fill this up correctly on line with full details:-

PRICE BID FOR :. "YEARLY CONTRACT FOR CLEANING/SWEEPING OF OFFICE BUILDING, TOILETS, BATHROOMS ETC. INSIDE FACTORY AREA.".

Sl.No.	Particulars	Vendor side
1	No. of Supervisor per day- 01 No.	PRICE NOT BE QUOTED HERE. PRICE SHOULD BE QUOTED IN WEBSITE. https://ofbeproc.gov.in
2	No. of Safaiwala / Labourer (Unskilled) per day- 18 No.	
3	Wages per Supervisor per day	
4	Wages per Safaiwala / Labourer (Unskilled) per day	
5	Wages per day for Total Manpower	
6	Wages per month for Total Manpower	
7	Total amount of Manpower Charges per year 297 days(excluding Sundays & Holidays)	
8	EPF @ 13.61%	
9	Service charge (Fixed)	
10	Materials/Any other charges (Fixed)	
11	Total	
12	Service Tax @ 12.36%	
13	Grand Total	
14	Amount in Words	

Note:

- 1. Total work is 12 whole job in 12 months.**
- 2. One whole job meant for one month.**
- 3. O.F. Badmal area is not covered under ESI at present.**