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REQUEST FOR PROPOSAL

FOR

Annual Maintenance of Building of BSKVIB & Khadi Mall

**East Gandhi Maidan, Patna,
Bihar**

Tender Notice No.: Patna Dated:

NAME OF FIRM

October 2021

**Bihar State Khadi and Village Industries Board, Patna
(A Govt. of Bihar Undertaking)**

**7th Floor, Khadi Mall Building, East Gandhi Maidan, Patna-800004 Phone No.
9431342557 Email id: kvibpatna@gmail.com**

Website: www.industries.bih.nic.in; www.kvibbihar.com

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This RFP is not an agreement and is neither an offer nor invitation by BSKVIB to prospective Applicants. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal i.e. General Documents, Eligibility and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BSKVIB or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for BSKVIB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. BSKVIB and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

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BSKVIB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

BSKVIB may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

BSKVIB may also withdraw or cancel the RFP at any time without assigning any reasons thereof. BSKVIB reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever. BSKVIB reserve a right to call for any document in supporting of documents submitted by applicants

The issue of this RFP does not imply that BSKVIB is bound to select Applicant or to appoint the Successful Applicant, as the case may be. BSKVIB reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSKVIB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and BSKVIB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Annexure A

Tender Notice No.

Sealed and separate tenders are invited from eligible applicant for 'Building Maintenance of BSKVIB & Khadi Mall East Gandhi Maidan, Patna, Bihar'.

EMD	Cost of Tender Document	Last Date of Receiving bid	Date of opening bid
Rs. 50,000/-	1,000/-	24-11-2021 up to 3:00 PM	24-11-2021 at 4.00 pm

The tender document can be obtained from the above mentioned Bihar State Khadi & Village Industries Board, Patna office of the undersigned, during office hours on any working day from date **09-11-2021 to 24-11-2021** by paying the cost of tender document through cash or bank draft in favor of Bihar State Khadi & Village Industries Board, Patna.

The tender document can also be downloaded from under the icon "Tenders" on the website of the Department of Industries (www.Industries.bih.nic.in) and www.kvibbihar.com. If the document is downloaded from the abovementioned websites, the demand draft for the amount payable towards the cost of the document should be enclosed with the technical proposal of the tender document. Any subsequent notification changes and amendments shall be posted only on the aforesaid websites.

The bidding will be conducted in accordance with Single Stage, Two Envelop Bidding Procedure, based on the evaluation and qualification criteria as per details mentioned in the RFP.

Bidder shall submit one large envelope containing two separate sealed envelopes.

Part -I Bid Eligibility document containing prequalification details Scribed as **Bid Eligibility documents** with Tender Notice No. on the envelop, along with EMD.

The cost of Tender and EMD shall be in the form of Demand Draft drawn in favor of "Bihar State Khadi & Village Industries Board, Patna

Part -II Financial Bid (in separate envelope) containing only the rates related to tender documents, scribed as Financial Bid with Tender Notice No. on the Envelop.

The tender shall be received at Bihar State Khadi & Village Industries Board, Patna up to **24-11-2021 before 3.00 pm** the technical proposal of the tender shall be opened on same day. The date of opening of financial bid shall be communicated after scrutiny of technical proposal. The financial bid of only those bidders who qualify in technical proposal shall be opened.

For any further clarification regarding the submission of tender, please contact the undersigned at the above-mentioned address. The undersigned reserves all the rights to reject any or all the tenders without assigning any reason.

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Chief Executive Officer

Bihar State Khadi & Village Industries Board, Patna.

INSTRUCTIONS TO THE TENDERERS

1. Sealed offers under two envelope systems in the prescribed forms are invited from eligible tenderer for Providing Annual Repairs and Maintenance for Civil works, Engineering, Electric Work and Lift Maintenance for the BSKVIB & Khadi Mall Buildings, Patna Bihar as per the notice inviting tender.
2. The amount of Earnest Money Deposit (EMD) of Rs. 50,000/- shall be in the form of Demand Draft of scheduled Bank issued in drawn in favor of **Bihar State Khadi & Village Industries Board, payable at Patna.**
3. The Earnest Money shall be placed in separate sealed cover by writing the name of work on the envelop. If the Earnest Money found not as per the prescribed manner as mentioned at Sr. no 2 above then, Technical/financial Bid shall not be opened.
4. Tender form duly signed in all respect with necessary Earnest Money Deposit in the prescribed manner as mentioned above shall only be considered. Incomplete and tenders without Earnest Money Deposit shall not be considered.

The blank Tender documents for Annual Repairs and Maintenance works can be obtained from the office of the Bihar State Khadi & Village Industries Board, 7th Floor, East Gandhi Maidan, Patna, during working days **from 09-11-2021** on all working hours between 10 am to 5 pm on payment of Tender fee of **Rs. 1000/- (Non- refundable)**. DD drawn in favor of Bihar State Khadi & Village Industries Board Payable at Patna.

The tender document can also be downloaded from the website www.Kvibbihar.com in and the cost of tender document can be deposited through a separate demand draft/Banker's cheque of Rs 1,000/-towards cost of tender while submitting the tender.

5. Last date of submission of tender is **24.11.2021 up to 3.00 pm**
6. Date of opening of tender is **24.11.2021 at 4.00 pm**
7. Each and every page of the tender documents should bear the stamp and signature of the person whose name registration exists or he shall be authorized legally or any representative clearly by mentioning the name and stating that the person can sign the tender documents on his behalf. Format I, & II enclosed shall be filled without exception.
 - a) When there is a difference between the rates in figures and in words, the rates which correspond to the amount worked out by the contractor shall be taken as correct.
 - b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken correct and not the amount.

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8. The site for the work can be seen on any working days during office hours by contacting The Chief Executive Officer, Bihar State Khadi & Village Industries Board, Patna. The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

9. The competent authority on behalf of **BSKVIB** does not bind him to accept the lowest or any other tender, and reserves the right to reject any or all of the tenders without assigning any reasons thereof. All the tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenders strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The competent authority on behalf of **BSKVIB** reserves with himself the right of accepting the whole or any part the tender and the tenderer shall be bound to perform the same at the rate quoted, Further **BSKVIB** reserves the right to execute whole or part of the proposed work & the quantity may vary as per actual requirement of the **BSKVIB**. Contractors cannot raise disputes for the same.

12. The work shall remain open for acceptance for a period of Sixty days from the date of opening of tenders. If any tenders withdraws his tender before the said period, or issue of letter of acceptance/Indent whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable by the **BSKVIB** and, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money.

13. On acceptance of the tender, the name of the accredited representative (s) of the contractor, who would be responsible for taking instructions from the authorized officer of the Chief Executive Officer, Bihar State Khadi & Village Industries Board, Patna shall be communicated in writing to the **BSKVIB**.

14. Sales tax, Purchase tax, turn over tax, Service tax or any other tax, labor cess, in respect of the contract, payable by the contractor, The **BSKVIB**, will not entertain any claim whatsoever in respect of the same.

15. Rates quoted shall be deemed to have inclusive of all taxes (including GST), duties and levies, insurance etc. No escalation of whatsoever nature, shall be payable.

16. The tenderer s shall produce of their valid enlistment, Service Tax registration and ESI, EPF registration etc. wherever applicable, with the appropriate authority.

17. Earnest money given by all the contractors except the three lowest tenderers shall be refunded within a week from the date of receipt of the tenders. The earnest money given by the other two tenderers (except the one whose tender is accepted) should also be refunded within 15 days of the acceptance of the tender.

18. The envelope containing tender document shall be sealed and clearly super scribed the name of work and the name and address of the tenderer.

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Eligibility Criteria: The agency/company must full-fill the following criteria failing which their offer will be liable to be summarily rejected;

#	Eligibility Criteria	Documents required for Evaluation
I	The applicant should be Proprietary firm, Partnership firm, Company or Corporate Body, Society or Trust having its operating office in Bihar.	1. Pan of the Entity and 2. Registration Document of the Proprietorship, in case of Partnership- Partnership Deed /Firm Registration Certificate from Registrar of Firm, In Case of Co or LLP- Certificate of Incorporation issued by MCA or ROC, In case of Society or Trust- Certificate of Registration and by Laws 3. Proof of operating office in Bihar 4. Qualification of the proprietor/s or partner/s 5. Profile of agency
II	Minimum Experience of 3 Years for Repairing & Maintenance of Civil work/Electric work/ Plumbing & Sewerage/Lift/ CCTV & LAN Govt./PSU undertaking as on tender submission date	1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of Payment Received-If paid 4. Work Closure Certificate-if any 5. Contract Agreement of the Running Contract
III	Minimum 02 work orders for AMC out of which one should demonstrate that the vendor is providing services every month in any one single contract in Govt./PSU undertaking	1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of Payment Received-If paid 4. Work Closure Certificate-if any 5. Contract Agreement of the Running Contract
IV	The Partners/Shareholders of the agency/company must be Indians.	1. Pan/ Aadhaar, Proprietorship firm/Partnership Firm/Director/Society Member
V	The applicant should have at least 2 (Two) running contract, the annual value of which must not be less than Rs. 20 lacs	1. Copy of Agreement of running contract 2. Copy of work order of running contract, and 3. Self –attested details of running contracts in a tabular form on the letter head of the applicant.
VI	Average Annual Turnover of last three years should be minimum Rs.40 Lacs (Cumulative total Turnover of three years should be at least Rs. 120 Lakhs) Financial Year-2017-18 Financial Year -2018-19 Financial Year- 2019-20	1. Audit Report / Financial Statement 2. Income Tax return
VII	Non-Blacklisted Document(Y/N)	1. Affidavit for the same
VIII	GST Registration Document (Y/N)	1. GST Registration Certificate
IX	EPF Registration (Y/N)	1. EPF Registration Certificate
X	ESI Registration (Y/N)	1. ESI Registration Certificate
XI	No Case pending with Police against the proprietor/Firm/Partners/Directors or Co.	1. Self-declaration on the letter head of the entity.

Score of Technical BID

Sl. No.	Criteria		Maximum Technical Score
1	Number of Years of establishment of firm	3-5 Years 5-10 Years > 10 Years	05 10 15
2	Turnover in last 3 Years	40-50 lacs 50-60 lacs. > 60 lacs.	05 10 15
3	Work completion in last 5 Years	40-50 lacs. 50-60 lacs >60 lacs.	05 10 15
4	Working Contract (Annual Value)	40 lacs to 50 lacs. 50 lacs to 60 lacs >60 lacs	05 10 15
5	Equipment owned bidder (Proof should be attached)	(i) High Pressure Cleaning Machine (ii) (i) Single Disc Scrubber	5 5
6	Interview		30
TOTAL MARKS			100

'Minimum Technical Score' for required for opening Financial Bid – 70 marks

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Submission of bids: Proposals should be submitted in two separate envelopes namely, 'Technical Bid' and 'Financial Bid'. The technical and financial bids duly sealed in separate envelope and be kept inside a single third envelope which shall clearly super scribed as "Tender for Providing Annual Repairss and Maintenance of (Civil)" due on date **24.11.2021 up to 3.00 P.M.** The envelope should be clearly marked as 'Technical Bid' (Envelope-I) and 'Financial Bid' (Envelope-II). The third envelope shall contain the Earnest Money Deposited with covering letter.

Evaluation of Technical Bids: Bids received and found valid will be evaluated by the Bihar State Khadi & Village Industries Board to ascertain the best-evaluated bid for the complete work/services, under the specifications and documents. The tenderer should take care to submit all the information sought by the BSKVIB in prescribed formats.

Financial Bid: The financial bid of the tenderers, whose technical bid is found to be suitable, opened in the presence of the tenderers, who desire to attend the opening of financial bid.

Award of work :

- i. The selection of the agency will be at the sole discretion of the Bihar State Khadi & Village Industries Board, who reserves the right to accept one or to reject any or all the tenders without assigning any reasons thereof.
- ii. The contract for Providing Annual Repairs and Maintenance shall be awarded to the best qualified responsive tender.
- iii. Upon evaluation of offers, the written notification for award of contract will be intimated to the successful tenderer to start the work.

The Tenderer should provide the complete Postal Address, telephone/Mobile/Fax/E-mailaddress, etc. while submitting the completed Tender form.

The agency will be responsible for complying with payment of minimum Wages as applicable under Central/State Government Rules and other benefits including prescribed number of Holiday/Weekly off etc. to its employees deployed in the site, as per labor Laws in force from time to time. The agency will be responsible to comply with laws related to Social Security such as E.S.I., P.F., Leave Wages and National Holidays as applicable and Service Tax wherever applicable and other Labour Legislations, Pollution Control and such statutory orders by Government/ Statutory Authorities/ Municipality which may be in force from time to time, if applicable.

- i) Workers engaged through Service providers must receive their Wages on the last day of the month.
- ii) **Payment to such workers must be made by the Service Providers through bank.** Under no circumstances payments will be made in cash.

- a) In order to ensure that such workers get their entitled wages on the last working day of the month, monthly, Bill as per above cycle, will be submitted by the Service Providers on 24th of the current month

Sign of Contractor :


Chief Executive officer
Bihar State Khadi & Village Industries Board

Date :

Place:

ANNEXURE 'B'

GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

1. Definitions

- a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :
- i) **"Employer"** means the Bihar State Khadi & Village Industries Board, and the legal successors in title to Bihar State Khadi & Village Industries Board
 - ii) **"Contractor"** means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assignees. Changes in the constitution of the firm, if any, shall be immediately brought to the notice of the employer, in writing and approval obtained for continued performance of the contract.
- (b)(i) **"Contract"** means the conditions, the Specifications, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such other documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- (ii) **"Bill of Quantities"** means the priced and completed bill of quantities, IF ANY, forming part of the Tender.
 - (iii) **"Tender"** means the Contractor's priced offer to the Employer for the execution and satisfactory completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, Specification as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
 - vi) **"Contract Agreement"** means the contract agreement (if any) referred to in Sub-Clause(1.a.iii)
 - vii) **"Appendix to Tender"** means the appendix comprised in the form of Tender annexed to these Conditions.
- (c) (i) **"Commencement Date"** means the date on which the Contractor received the notice to start the works.
- (ii) **"Time for Completion"** means the time period for which the contract for "Annual Repair and Maintenance" has been awarded by the employer to the contractor.
- (d) (i) **"Works"** means the Permanent Works and the Temporary Works of either of them to be executed in accordance under the contract and contract specifications.
- (ii) **"Site"** means the places provided by the Employer for Repair and Maintenance to the Contractor as per list annexed with the tender.
 - (iii) **"Cost"** means as provided by the tenderer in financial BID. No other charges and overhead will be paid additionally

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2. Contractor's Employees

The Contractor shall provide qualified and experienced technical staff on site of work in connection with the Repair and Maintenance of the Works and the remedying of any defects therein. The minimum staff shall be as per description of work mentioned in Bill of Quantities.

3. Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and till completion of the Works and the remedying of any defects therein:

- i. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the Works so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- ii. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
- iii. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others, resulting from pollution, noise or other causes arising as a consequence of his methods or Repair.
- iv. All safety rules prescribed by the Government shall be strictly observed to execute the work and safety of manpower deployed.

(B) Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of

- (a) Death of or injury to any person, or
- (b) Loss or damage to any property (other than the Works):

Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and again all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

4. Accident or injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman under Compensation – Act for death or injury resulting from any act or default of the contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

10.1 Evidence and Terms of Insurance

The contractor shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The contractor shall provide evidence to the engineer/ Employer as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.

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10.2 Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of:

- i. Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein,
- ii. The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.
- iii. Any changes required for approval due to revision of the local laws.

11. Default contractor in Compliance

In case of default on the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any payments due, or to become due, to the Contractor and the Engineer shall notify the Contractor accordingly.

12. Time for Completion

The Repair and Maintenance work shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date of issue of letter and shall stand terminated after the expiry of one year or for the period as stipulated in the accepted contract agreement.

13. Extension of Time for Completion

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of one year. However, employer reserves its right to terminate the Repair and Repair and Maintenance contract by giving 15 days notice at any time during the currency of the contract if the services of the agency are not found satisfactory as per the opinion of employer or his representative for which, no claims or compensation shall be entertained by the Employer.

14. Defect Identification and its rectifications

Agency shall immediately attend the defects and complaints noticed at the agency shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and its immediate rectification thereto, so that services are not affected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract.

Defect Liability period shall be six months from the date of completion of work under Bill Of Quantities for measurable works. The contractor shall rectify at his own expenses, any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the Employer at the risk and cost of the contractor.

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15. Penalty for Delay

If the Contractor fails to attend any complaint or defect in due course of time and if in the opinion of Engineer, the delay is on the part of Repair and Maintenance agency, the employer can impose liquidated damages on the contractor as details in the particular conditions.

16. Contractor's Failure to Carry out Instructions

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any payment due or to become due to the Contractor.

17. Instruction for Variations

Quantities given in the Bill Of Quantity and it may increase or decrease are estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle contractor to claim for any extra cost.

18. Method of Measurement

The works/supply shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract. The method shall be followed as per the CPWD Norms.

Any item of work/ supply not covered above shall be treated as a variation. The rates shall be worked about mutually based on CPWD norms. On failure to reach an agreement, the Engineers decision shall be final and binding on both sides.

NOTE:-

- i. All breakdowns/ faults shall be attended to immediately and rectified promptly.
- ii. Only genuine/ original spare parts shall be used while carrying out the maintenance work.
- iii. Any major repair involving overhaul of engine, rewinding of motors, replacement of major components like etc. is excluded from the scope of work and shall be paid or on actual. However if the repairs/ replacement arises out of negligence of the Contractor or his staff, the same shall be carried out by the Contractor at his own cost. Prior approval of the Engineer is to be obtained for any such major repair/ replacement.
- iv. The Contractor shall depute qualified and experienced staff for running and maintenance of the Systems/ Equipment's.
- v. The Contractor shall follow all instructions conveyed to him by the concerned BSKVIB officials regarding maintenance of the above.

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CERTIFICATES AND PAYMENTS

19. Monthly Bill

The Contractor shall submit the details of materials used for such repairs and prepare the bill duly certified by the authorized officer submit by the 24th of every month to the C E O , B S K V I B

20.1 Deduction of Income Tax

The amount to be deducted towards the income tax (TDS) shall be at the rate applicable.

21. Monthly Payments

After submission of monthly statement in all respects by the contractor, the authorized official shall check the statement, with the help of records and certify for making payment.

22. Performance Guarantee:

Within two weeks of issue of letter of intent of work, the Contractor shall submit a Performance Security Bank Guarantee Bond for proper performance of the Contract.

The Performance guarantee shall be valid for the duration of the contract period plus 60 days.

The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.

23. Default of Contractor:

If the performance of the contract and is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

24. Amicable Settlement of Dispute:

The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

25. Arbitration:

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not been reached shall be referred to the Sole Arbitrator appointed by the Chief Executive Officer, Bihar State Khadi & Village

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Industries Board, Patna who shall proceed as per the Arbitration Act, 1996.

The Work under the contract shall continue, during the Arbitration proceedings. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

26. Payment on Termination:

In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

Sign of Contractor :

Date :

Place:

Chief Executive Officer

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ANNEXURE 'C'**SCOPE OF WORK**

The agency will be responsible for Repairs and Maintenance of **Civil Work, Electric Work, Plumbing/Sewage, CCTV & LAN and Lift Maintenance** for the Building of Bihar State Khadi & Village Industries Board and Khadi Mall of following categories of works :

1. Attending blockage of drain pipes, gully traps, and manholes. Water supply, Sanitary Storm Drainage & Sewage Disposal work.
2. Plumbing & Carpenting related maintenance work.
3. Attending the leakage from taps and valves, sanitary fixtures, fixtures for water supply etc.
4. Cleaning of shafts and keeping the same functional.
5. Occasional replacement of water supply fittings/sanitary fixtures.
6. Periodical cleaning of overhead tanks, underground tanks etc. The date of cleaning to be painted on the surface.
7. Any other such works directly related to civil maintenance of the quarters.
8. Providing of manpower (materials will be provided by BSKVIB) for the civil Maintenance.
9. To clean glass panes on building from outside and inside, windows with soap/cleaning agent.
10. Lifting, carrying and disposing the dead birds animals, rats, insects etc. if found in and around the building.
9. The agency shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, crawling insects at rooms, rats etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month..
10. Electric Maintenance including generator maintenance, repairing of wiring, constructing, installing, removing, adding, testing, replacing of electrical equipments.
11. Lift Maintenance
12. C.C.T.V and LAN Maintenance

Note: The bidder should possess or procure needful equipment, gadgets and other material required for repairing & maintenance of Building. No additional cost towards this will be borne by BSKVIB.

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ANNEXURE 'D'**Particular Conditions of Contract**

- CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed. The materials or spare parts of machinery shall be supplied by BSKVIB on need basis as approved by the authorized officer of BSKVIB.
- All Repair and Maintenance related complaints shall be attended to within two hour failing which a recovery of Rs. 500 per event per hour shall be made from the subsequent payment certificate of the contractor.
- As the work will have to be carried out in building and area in use the contractor shall ensure :-
 - a) That the normal functioning of BSKVIB activity is not affected as far as possible.
 - b) That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 - c) That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
 - d) The Contractor shall ensure that his Repair and Maintenance staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to **BSKVIB & Khadi Mall**. The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Repair and Maintenance work.
 - e) When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 - f) Water and electricity shall be made available free of cost at nearby source of work. The contractor has to make his own arrangement for use of the same including extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.

Sign of Contractor:

Date:

Chief Executive Officer

Place:

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Annexure 'E'

CONTRACT AGREEMENT

This **CONTRACT** (hereinafter called the "Contract") is made on theday of the month of....., 2021 between Chief Executive Officer, Bihar State Khadi & Village Industries Board, Patna on the one hand (hereinafter called the Employer) and on the other hand.....(hereinafter called the Contractor).

WHEREAS

- (a) The Client has accepted the offer of the Contractor to provide certain services for Annual Repairs and Maintenance of BSKVIB & Khadi Mall, Patna.
- (b) The Contractor, having represented to the client that they have the required professional skills, personnel and technical resources, has agreed to provide the services and execute the works on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto/hereby agree as follows:

1.0 The following documents attached hereto shall be deemed to form an integral part of this contract:

1	Notice Inviting Tender & Instructions to Tenderers	Annexure 'A'
2	General Conditions of Contract	Annexure 'B'
3	Scope of Work	Annexure 'C'
4	Particular conditions of contract along with Enclosure I, II, Format No. I & II	Annexure 'D'
5	Format of Contract Agreement	Annexure 'E'

2.1 The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the contract in particular:

- a) The Contractor shall carry out the services in accordance with the provisions of the contract and,
- b) The Client shall make payments to the contractor in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF[CLIENT/EMPLOYER]

FOR AND ON BEHALF
OF[CONTRACTOR]
Sign of Contractor

Chief Executive Officer

.....
Date : Place :

Bomhr

Format I
BRIEF DESCRIPTION OF THE FIRM

(With an outline of the experience of the firm for similar works during last three years)

- a) Name of the firm.
- b) Year of registration.
- c) Type of firm (Individual/Proprietary/Limited Company or any other)
- d) In house facilities available in following fields.

<i>S. No</i>	<i>Category of works / Fields</i>	<i>Manpower with more than 10 years experience</i>	<i>Manpower with 5 to 10 years experience</i>	<i>Manpower with lesser than 5 years experience</i>
1	Original/ Annual repair works (Civil)			
2	Original/ Repairs and Maintenance of watersupply, plumbing & sewerages, drainage etc.			
3	Electrical Works.			
4	Lift Maintenance Work			
5	CCTV & LAN			

NOTE :-

Provide documents in support of the details provided like Degree/Dip. Certificate, letter of appointment & pay scale etc. in above format, failing which the authenticity of the information may not be accepted.

Sign of Contractor :

Bomina

Date : Place:

Format II**Application format for Financial Bid:****Financial wages: Quoted Rs. per month****Name of Firm:**

The evaluation will be done on the basis of total cost of manpower for Khadi Mall (BSKVIB), as per below mentioned table. **(Total of Column 8)**

S.No	Type of Work	Amount payable (Inclusive of all statutory Responsibility of the contactor)	Service charge	Statutory charges like GST	Total cost	No of Persons	Cost to (BSKVIB)
1	2	3	4	5	6=(3+4+5)	7	8=7*6
	Civil work						
	Lift Maintenance						
	Plumbing, Carpenting/ & Sewerage						
	Electric Work						
	CCTV & LAN						
	Total (Rs.)						

Place :

For & on behalf of

Date :

Signature

Designation

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