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e-Procurement Notice

Ref: NITT/F.No.036/REVEX/2023-24/MOF-GUF

Online tenders are hereby invited in two cover system from reputed Hospitality services Companies/Firms/Agencies OR Managements of Government Guest Houses or star hotels for Operation

Bidders can download complete set of bidding documents from e-procurement Platform <u>http://eprocure.gov.in/eprocure/app from 31-0</u>8-2023 @ 6.55 p.m. onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through https://eprocure.gov.in/eprocure/app.

and Maintenance of Guest House at National Institute of Technology, Tiruchirappalli.

Last Date/ Time for receipt of bids through e-procurement is

20-09-2023 @3 p.m. (Server time).

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: http://eprocure.gov.in/eprocure/app and www.nitt.edu

Published Date	31-08-2023 @ 6.55 P.M	
Bid Document Download Start Date	31-08-2023 @ 6.55 P.M	
Clarification Start Date	Not Applicable	
Clarification End Date	Not Applicable	
Pre bid meeting Venue of Pre-bid Meeting	12/09/2023 @ 3.00 P.M Guest House NIT Trichy	
Bid Submission Start Date	31-08-2023 @ 6.55 P.M	
Bid Submission End Date	20-09-2023 @ 3 P.M	
Bid Opening Date(Technical)	21-09-2023 @ 3 P.M	
Bid Opening Date(Price)	Will be announced after technical evaluation	

CRITICAL DATE SHEET

Note : * Bidder should submit the EMD as specified in the tender [Scanned copy of the EMD Document (i.e. DD (or) Bank Guarantee (or) EMD Exemption document (i.e.)NSIC / MSME Certificate to be uploaded in the respective tender's Cover-1 Fee cover atE-procurement Portal].

The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender.Scanned copy of the instrument should be uploaded as part of the offer.

Dated:31-08-2023



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Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.No.036/REVEX/2023-24/MOF-GUF
Date	:	31-08-2023
Name of the Department	:	GUEST HOUSE
Name of the component	:	Tender for Operation and Maintenance of Guest House at National Institute of Technology, Tiruchirappalli-15
Quantity required	:	As per the Specification
EMD Amount	:	Rs.1,80,000/-
Last Date & Time of submission of Tender	:	20-09-2023 @ 3 Р.М
Address for submission of Tender	:	THE DIRECTOR, NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI- 15 <u>KIND ATTENTION TO</u> : Dr.Shobitha Poulose, Asst.Professor, Department of MBA, National Institute of Technology Tiruchirappalli – 620 015.
Date & Time of opening of technical bid	:	21-09-2023 @ 3 Р.М



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Tender Notice

- Online Tenders are invited under Two-Cover Bid System i.e., Technical Bid and Price Bid in separate covers from reputed, experienced and financially sound Hospitality services Companies/Firms/Agencies OR Managements of Government Guest Houses or star hotels for Providing Hospitality & Facility Management Services such as Front Office, House Keeping, Kitchen, Food & Beverage (Non Alcoholic) services at the National Institute of Technology, Tiruchirappalli.
- 2. The tender documents can be downloaded from the website:

https://www.nitt.edu/home/other/tenders/ and https://www.eprocure.gov.in/eprocure/app

- 3. Interested agency should submit their bid for both guest houses in the prescribed format (**Annexure III-A to Annexure III-F**). Incomplete or partial responses are liable to be rejected. The bid should clearly state the roles and responsibilities for the individual agencies in providing the front office, house-keeping, kitchen and Food & Beverage (non-alcoholic) services. In the techno-commercial evaluation the agencies will be compared for the respective roles /responsibilities. An agency is bidding for the tender should meet the eligible criteria stated in Section 2.
- Interested Hospitality services Companies / Firms / Agencies OR Managements of Government Guest Houses or star hotels may submit bid documents : The Director, National Institute of Technology, Tiruchirappalli - 15, on or before the deadline.



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General conditions of contract	



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SECTION 1 INTRODUCTION

National Institute of Technology, Tiruchirappalli (herein after referred to as Institute/NITT) is an Institute of National Importance, functioning under the control of Ministry of Human Resource Development (MHRD), Government of India. At present, over 8000 students are pursuing their engineering education in NITT.

With a view to outsource the operation and maintenance of the Guest House at NITT, this tender is floated. The successful bidder has to provide guest house facility management services (front office, housekeeping and, kitchen and Food & Beverage (non-alcoholic) services). NITT expects that it's Guest House to be maintained at very high standards with high end facility for our visiting academic and industrial community, ensuring state-of-the-art hospitality through efficient front office management, top notch housekeeping, catering and service management **at the level of a Three Star and above hotel standards**.

<u>The bidder shall have proven capabilities</u> of providing total such services, on turnkey basis.

Particulars	Guest House-1 Kurinji	Guest House- 2 (Marutham)
Double occupancy rooms – AC	33	16
Premium suites	3	0
Suite	0	1
Conference room	1	0
Dining room 50 pax	2	1
Front office	1	0
Kitchen with store room	1	0
Driver's dormitory	0	1
Front Office, record room and Administrative area	1	0
Linen store and laundry area	1	0
Guest Lobby	1	3
Guest Lift	1	0

There are two Guest Houses at our premises and are situated adjacent to each other. Their details are as under:



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The office is equipped with telephones, computers, required furniture and related facilities. The Guest Rooms are well furnished and equipped with the basic amenities and not limited to:

- Telephone
- LED television with DTH services
- 24hrs hot and cold water
- Electric kettle
- Wardrobe and Luggage Rack
- Study Tables and chairs
- Sofa Couch
- Wi Fi Internet
- Cot with spring mattress
- Good quality bed and bath linen
- Manual door locks with keys
- Air conditioned rooms
- Emergency power back up and supply
- Independent balcony in Kurinji guest house

DEFINITIONS

Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning hereunder respectively assigned to them.

- 1. The expression "Institute" occurring in the tender document shall mean NITT.
- 2. The expression "Bidder" shall mean the tenderer who submits the tender for the work.
- 3. The expression "Contractor" shall mean the successful bidder selected by the Institute for carrying out the subject work.



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- 4. "The Registrar" shall mean any representative of the Institute authorized to act as the Officer In-charge of the work or any specified part thereof.
- 5. "Work" and "Scope of work" shall mean the totality of the work/services and supplies of food and other materials by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for commencement, performance, provision or completion thereof.
- 6. "NITT" shall mean National Institute of Technology, Tiruchirappalli.
- 7. "Contract" shall mean the contract for the work and shall include the tender document, the specifications, general and special terms and conditions of contract of NITT, the letter of acceptance and the acceptable rates/bill of quantities in price bid, deed of contract, etc.
- 8. "Course" shall mean regular academic program and short term management/executive development programs, including academic/scientific training programs or events, seminars, workshops, conferences, summer or winter schools etc. which are being conducted or allowed to be conducted by the Institute from time to time on residential or non-residential basis.
- 9. "Meals" shall include all inputs from the dining hall/kitchen, including bed tea, breakfast, lunch, dinner, evening tea-snacks, bottled water etc., including those served by the contractor under special arrangements on various occasions.
- 10. "Competent Authority" shall mean the Director, NIT Trichy or any other Officer/Officer-In Charge designated by The Director, NITT for the purpose of this work/tender pertaining to the NITT Guest House, maintenance thereof and powers delegated thereto, for the conduct of the defined work and smooth running of the Guest House.



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SECTION 2 PREQUALIFICATION AND ELIGIBILITY CRITERIA

1.A. The Bidding Hospitality Services Firm/Company should have at least three year's experience in providing Guest House Operation and Maintenance Services to public and Corporate sectors providing like front office services which include guest receiving (reception), room allotment, complete check in and checkout formalities. Housekeeping services includes cleaning of room and public area, provide bed and bath linen, property up-keep and timely maintenance, etc. Catering services to provide food and beverages as per requirements and general maintenance services, ensuring guest securities, etc.

OR

- 1. The Bidding Managements of star hotels with valid 3-star certification from appropriate competent authority should have minimum 5 years of existence and record of maintaining the rating and facility during the period.
- 2. For bidders under 1A- The bidder should have at least 1(one) successfully executed/ Ongoing contract in the last 5 years in providing similar services to Government Educational Institutions / Government Departments/Organizations / Public Sector Undertakings / Public Sector Banks /Corporate sectors for managing minimum 30 or more rooms capacity guest house or Managements of star hotels.
 - a. The bidder should have successfully completed 3 (three) similar Guest House contracts having Annual value of each of the contract not less than Rs.35 Lakhs (Rupees Thirty Five lakhs) and minimum 30 or more rooms capacity.

OR

b. The bidder should have successfully completed two similar Guest House contracts having Annual value of each of the contract not less than Rs.50 Lakhs (Rupees Fifty lakhs) and minimum 30 or more rooms capacity.

OR

- c. The bidder should have successfully completed one similar contract having Annual value not less than Rs.1 Crore (Rupees One crore) and minimum 30 or more rooms capacity.
- d. In case of running/ongoing contracts, bidders should submit part completion certificate from the employer for executed value as per the above criteria and minimum 30 or more rooms capacity before technical bid opening.

3. A complete list of clients serviced **year wise in the chronological order** and certificate from the Clients with respect to performance of the bidder shall be enclosed with the Technical bid.

Note: Canteen Maintenance and Mess Maintenance experience WILL NOT be considered as guest house facility management services experience.

4. The bidder shall have average annual turnover of Rs.1 Crore (from front office, housekeeping and catering services only) in any of the 3 financial years of the preceding 5 financial years.



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- 5. The bidder shall submit a solvency certificate for Rs. 20,00,000/- (Rupees twenty lakhs only) from any of the scheduled commercial bank dated not late than 6 months before the date of closure of the bid.
- 6. The bidder must have valid FSSAI certificate issued by the Local Government / ISO 22000:2005 certification/HACCP certification.
- 7. The successful bidder shall provide Operation and Maintenance Service in the Institute Guest House FACILITIES MATCHING TO THREE STAR HOTEL STANDARDS. Therefore, **preference will be given to the bidding firms who have experience in running a similar / star facility rated guest house facility in any of the 3 financial years of the preceding 5 financial years.**
- 8. The bidder should be registered with the Government Authorities such as ESI/ EPF/GSTN Tax, Labour and Income Tax Authorities and a copy of the registrations shall be attached with the Technical bid.
- 9. The contractor must undertake to pay Minimum rates of wages to the workers engaged as per the relevant orders of Central Government (For Minimum wages, Refer latest GoI order F.No. 1/5(3)/2023-LS-II Dt.03/04/2023 and the subsequent orders in this regard, related to Industrial Workers Under "B" area applicable to Tiruchirappalli). They shall furnish a notarized affidavit to the effect that the workers going to be employed under contract would be paid minimum wages as per the relevant orders of Central Government and all statutory requirements with respect of ESI, EPF, Gratuity, Bonus and Contract Labour regulations and abolitions Act etc., would be complied.

*** NOTE: The bid without notarized affidavit document will be rejected summarily ***

- 10. The bidder should not have been blacklisted by any Central or State Government organization. The tendering bidders shall have to submit notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their dealings with the Government Department have not been banned.
- 11. The bidder should have a valid license/registration to run housekeeping services in addition to run catering (FSSAI/ISO/HACCP/other equivalent). Any site license, if required from local authorities/bodies will have to be obtained by the contractorat his/her own cost.
- 12. Preferable if the registered/branch office is available in Tamil Nadu.
- 13. The bidder should have its own Bank Account.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria.

A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose.

All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid.



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SECTION 3 SITE VISIT

The bidders who wish to visit the site may do so on the day of the pre-bid meeting which is scheduled on **12-09-2023** @ **3 P.M**.

The prospective bidders are advised to visit the site and acquaint themselves with the ground realities, working conditions, schedule of work, need of equipment and machineries for catering and cleaning, and standard of our requirements, supervision and commitment needed under the contract. Prospective bidders may also submit their doubts/questions/clarifications, if any.

SECTION 4 TENDERING PROCESS Bidding Procedures Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <u>https://eprocure.gov.in/eprocure/app</u>.

- 1. Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 2. Bidder should register for the enrolment in the e-Procurement site using the "<u>Online Bidder</u> <u>Enrolment</u>" option available on the home page. Portal enrolment is generally free of charge.
- 3. During enrolment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
- 4. Bidder need to login to the site through their user ID / password chosen during enrolment / registration.
- 5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on e-Token / Smart Card, should be registered.
- 6. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 7. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- 8. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 9. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.



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- 10. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the eToken / Smartcard to access DSC.
- 11. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the 'my tenders' folder.
- 12. From 'my tender' folder, he / she may select the tender to view all the details uploaded there.
- 13. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 14. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format.
- 15. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
- 16. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 18. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 19. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 20. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 21. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- 22. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.



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PRICE BID

- 1. If the price bid format is provided in a PDF File, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- 3. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

EVIDENCE FOR ONLINE BID SUBMISSION

- 1. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 2. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- 3. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 5. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 6. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. In parallel for any further queries, the bidders are advised to contact over phone: **0431-2503715** or send an E-mail to **shobitha@nitt.edu.**



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SECTION 5 BID DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

A. General								
The reference number of the Invitation for Bids is								
NITT/F.No.036/REVEX/2023-24/MOF-GUF dated 31-08-2023.								
The Purchaser is The Director, NIT Tiruchirappalli.								
Kind Attention to: Dr.Shobitha Poulose,								
Department of MBA								
B. Contents of Bidding Documents								
For Clarification of bid purposes only, the Purchaser's address is Department of MBA, National Institute of Technology, Tiruchirappalli, 620015 Attention : Dr.Shobitha Poulose, Asst.Professor, Department of MBA, Address : National Institute of Technology, Tiruchirappalli, Floor / Room number : - City City : Tiruchirappalli 620015 Pin Code 620015								
				Country	: India			
				Telephone : 0431-2503715				
				E-Mail : <u>shobitha@nitt.edu</u>				
				XX 7 1				
				web page		: <u>http://eprocure.gov.in/eprocure/app</u>		
A site visit shall not be organized by the purchaser.								
-	te	Not Applicable Not Applicable						
	NITT/F.No.036/REVI The Purchaser is The Kind Attention to: D Department of MBA For Clarification of b National Institute of Attention Address Floor / Room number City Pin Code Country Telephone E-Mail Web page A site visit shall not b	NITT/F.No.036/REVEX/2023 The Purchaser is The Directo Kind Attention to: Dr.Shobid Department of MBA B. Cont For Clarification of bid purpe National Institute of Technol Attention Attention City Floor / Room number Floor / Roo						



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Sl. No.	C. Preparation of Bids
7.	The language of the bid is : English.
	All correspondence exchange shall be in English.
	Language for translation of supporting documents and printed literature is English.
8.	The Bidder shall submit the following additional documents in its bid: NA
9.	Alternative Bids shall not be considered.
10.	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
11.	Place of Destination: National Institute of Technology, Tiruchirappalli, 620015.
12.	Final destination (Project Site): Guest House, National Institute of Technology, Tiruchirappalli-15
13.	The prices shall be quoted by the bidder in : Indian Rupees
	The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
14.	Manufacturer's authorization- Not Applicable
15.	After sales service - Not Applicable
16.	The bid validity period shall be 90 Days.
17.	EMD / Bid security Rs.1,80,000/- (Rupees One Lakh Eighty thousand only) shall be paid by the way of Demand Draft (DD) / Bank Guarantee (BG) in favour of The Director, National Institute of Technology, Tiruchirappalli and should be valid for a period of 45 days beyond the BIDvalidity period. All tenders received without EMD / Bank Security shall be rejected.
18.	Other types of acceptable securities: NA



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Sl. No.	D. Submission and Opening of Bids			
19.	1	prposes only, the address is Assistant Registrar (S&P), Stores and ational Institute of Technology, Tiruchirappalli-620 015.		
	Attention	: Dr.Shobitha Poulose, Asst.Professor, Department of MBA,		
	Street Address City	: National Institute of Technology, Tiruchirappalli, : Tiruchirappalli		
	Pin Code Country The deadline for bid s	620 015 : India ubmission is:		
	Date and Time	: 20-09-2023 @ 3 P.M		
	The electronic bidding Online Bid Submissio	g opening procedures shall be as given in Section I-Instructions for on.		
20.	The bid opening shall of Technology, Tiruc Street Address	take place at : Stores and Purchase Section, National Institute chirappalli - 620015. : National Institute of Technology, Tiruchirappalli		
		: Administrative Block		
	City Country	: Tiruchirappalli : India		
	Date and Time	: 21-09-2023 @ 3 P.M		
	The electronic bidding Online Bid Submissio	g opening procedures shall be as given in Section I - Instructions for on.		
	E. Evaluation & Comparison of Bids and Award of Contract			
21.	Evaluation & Award shall be made as per Section 2 of tender documents on overall le basis (Annexure III B, III C, III D - A, III E and total in Annexure III F).			
	•	ercial bids of technically qualified bidders will be opened. ald submit the performance report for ongoing and completed - VIII)		
		attach the relevant documentary proof with technical bid for the		



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SECTION 6 QUALITY AND SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

The contractor is required to provide **Front Office service**, **House Keeping and maintenance of Guest House**, **kitchen and**, **Food & Beverage (non-alcoholic) services**. Neatness and cleanliness of all guest rooms and the public area within and outside the Guest House premises and, maintenance of recycled and non-recycled cleaning inventories are the major responsibilities of the contractor. It is expected that the contractor shall provide all necessary services during the stay of the guests in the guest house from the time of arrival till their departure, have always clean rooms for expected arrivals and stay overs and satisfy special guest needs as far as amenities and facilities requested in their rooms are concerned.

The contractor will take over the premises of the Guest Houses of the Institute along with the furniture, fixtures and fittings and other equipment and material as may be provided by the Institute **and commence the services within the maximum of 30 days from the date of award of the contract.**

6.1 Front Office and Housekeeping Services

- 1. Receiving and allotting (accommodation) rooms to the guests coming to stay at the NITT Guest House Kurinji and Marutham, as per the direction from the Institute. Services include manning the reception and office (for details refer to Annexure V), round the clock, on all the days of the year, maintenance of guest register, billing, payment, allotment and opening of rooms for bonafide occupants, perfect upkeep of rooms through good housekeeping.
- 2. The application forms, for request of rooms to the guests will be forwarded through the Chairperson, Guest House Advisory Committee (GHAC) / Registrar / Director (only for suites) to the service provider. Room allotment should be based on first come first serve basis, reserving few rooms for the Director's guests.
- 3. The service provider shall maintain the Guest House register, collect room rent as fixed by the institute. When the guests check-out, separate bills for lodging, dining and other services if any are to be prepared to be signed by the guests. At the timeof a guest checking in and checking out, a bell man should be available to checkthe room for its property, the room key should be collected and assist the guest to bring their luggage. The checkout time is 24 Hours.
- 4. **House Keeping of Guest House** which include up keeping in high standard of cleaning of the rooms, dining halls, corridors, common area from the entrance of the guest house premises till the reception area and surrounding areas on turnkey basis.
- 5. Maintenance and cleaning on daily basis of the front office, all the rooms (with toilet cum bath), dining hall, office and meeting rooms, kitchen, stores, corridors, common areas, all glass window pane, venation blinds and all fixtures/furniture in



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the guest houses as listed shall be the duty of contractor/service provider. A status report on day to day basis will be maintained by the manager/supervisor as a permanent record and may be sent to the office daily. Cleaning of public area glass window panes and walls will be done on quarterly basis. Details on daily cleaning, weekly cleaning, monthly cleaning, quarterly year cleaning.

- 6. Floors of the rooms and corridor/wings will be cleaned daily with standard cleaning agents (Annexure V) and will be kept clean at all times. Carpets wherever available, shall be cleaned daily by vacuum cleaner. The contractor at his own expense shall arrange all consumable and cleaning materials for wet and dry cleaning. Mosquito repellent, anti-mosquito spray/fumigation, and pest control, fly/ultrasonic repugnant, etc., shall be done once in fifteen days.
- 7. The contractor will ensure proper maintenance of all linen items in the Guest Houses and Office as follows: Bed sheets, bed cover, pillow covers, towels and blanket covers to be changed once in two-days during occupation by guest. Bath towels and hand towels to be changed daily during occupation by guest. Fresh linen and towels to be provided when a new occupant occupies the room. The contractor will bear the cost of washing, pressing and dry cleaning of bed linen, towels, woollen blankets, etc. Washing, pressing and dry cleaning should be of a standard quality.
- 8. The contractor shall ensure overall general maintenance, like drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins).
- 9. Bathroom/toilet shall be cleaned thoroughly every day and mopped up with standard cleaning agents. Bedroom linen and Bathroom towels shall be changed, whenever the rooms are in use. Toiletries items to be supplied in a sachet (shampoo + oil + soap) etc. Supply can be on the basis of usage of rooms i.e., one sachet per person per day occupancy.
- 10.The contractor is responsible for cleaning the entire areas of Guest House inside and outside areas on daily basis. Bushes surrounding the guest house also should be cleaned on weekly basis. Car parking area, approach road to guest house also should be cleaned by the contractor every day.
- 11.. Initial selection process for Highly Skilled and Skilled should be done only in the presence of NITT nominated representative. Only after the competent authority/guest house committee has reviewed and confirmed the unskilled staff, they can be officially inducted for duty. However, the contractor is responsible for making the requisite arrangements to bring in eligible staff members for thorough scrutiny. The contractor must obtain permission / consent from the competent authority/guest house committee before introducing new staff members in due course of execution of contract.



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- 12.Services will be provided by presentable, neatly attired, well-mannered and trained attendants/personnel (preferred age group: 21 55 years) of certified character. The housekeeping workmen shall help the participants/guests in taking baggage to the rooms and removing it from their rooms while checking out.
- 13.Daily cleaning and dusting, cleaning all rooms, corridors, lounges, etc. with cleaning agent two times in a week. Cleaning of all open spaces and roads inside the Guest House area should be carried out daily.
- 14.Beds to be made daily. Bed sheets, bed cover, pillow covers and blanket covers to be changed once in two-days during occupation of participant/guest. Washing of mosquito nets, dry cleaning of blanket once in a month should be carried out.
- 15.Bath towels and hand towels have to be changed daily during occupation of guest. Fresh linen and towels to be provided when a new occupant occupies the room. The Contractor shall be responsible to keep room ready in all respect within 30 minutes of the vacation of the room by the guest.
- 16.Keeping the floors, toilets (including the common toilets), etc., in a neat and tidy condition at all times of the day. Removing of cobwebs, cleaning of interior and exterior walls, roof top, cleaning of doors and windows, vacuum cleaning of carpets and mopping of floors as and when required but not less than once in a week for interior items and roof tops and once in two months for exterior walls.
- 17.Cleaning including scrubbing, sweeping, mopping and dusting in all rooms, all interior portions including toilets, bathrooms using standard chemicals and cleaning agents using equipment like vacuum cleaners, scrubbing machines, etc., shall be carried out.
- 18.The contractor shall bear the cost of detergents/chemicals/sanitary items/cleaning powders and bring the equipment like vacuum cleaners and scrubbing machines on his own. The contractor shall ensure that pest control in all rooms, dining hall, stores, kitchen of the guest house, office etc., is done once in 15 days.
- 19.The Contract manager/supervisor should submit the daily cleaning schedule in the prescribed format to the NITT Guest House incharge staff. The Chairperson GHAC / Registrar has the rights to change the duty roaster of the contract staffs.
- 20.Bills for services should be presented to the guest staying at the Guest House. A proper record and register should have to be prepared for record keeping and



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checking purpose of the Chairperson, GHAC / NITT Guest House Staff. One Housekeeping person / Bell man should be always available at the lobby area or at the reception to receive the guest.

21. The person appointed as Manager (inducted after selection as in Pt. 11) will serve as a liaison officer between the contractor and Office of the Registrar. Receptionists and Supervisor should assist the manager in terms of receiving the room booking form, room allotment and collecting the rent (to the institute guest house account) from the guests. <u>Guest House Manager/Supervisor</u> will supervise all the activities related to proper housekeeping and catering; will maintain all accounts of the guest house that includes room allotment, rent received, annual statements and submit other accounts as and when required by NITT; will forward all civil and electrical complaints related to the guest houses to Estate maintenance office; will also report the damage/expiry to any of the facilities in the Guest house (eg. Lift, fire safety cylinders, etc.,) duly. In Manager's absence, his/her services should be carried out by supervisor/suitable substitute of the Contractor.

6.2 CATERING:

- 1. The Contractor shall strictly comply with the recommended menu (Please Refer Annexure IV). The contractor shall ensure high standards in the food service. The contractor shall arrange for cooking & food services on daily basis for any number of guests staying and participants for any programme.
- 2. Contractor should be ready lunch ordered to serve extra bv the institute/departments for various occasions like Board meeting/senate meeting/Ph.D. viva/Department functions, etc. Caterer can fix the rate through the approval of Chairperson GHAC for the user discretionary special menu food and can directly collect money from the event organizers. He should use extra work force/cooks/servers forcarrying out the special lunch/dinner without disturbing regular work force.
- 3. Guest House Catering should not be closed or the contractor should not suspend service for any reason, whatsoever. The services should be as per menu.
- 4. The details of daily schedule of the Dining Hall timing will be normally as follows: However, they may be changed as per requirement Breakfast : 7.30 a.m. to 9.30 a.m. Lunch : 12.30 p.m. to 2.30 p.m. High Tea : 4.30 p.m. to 5.30 p.m. Dinner : 7.30 p.m. to 9.30 p.m.
- 5. Normally Buffet service at Dining Hall. The service of all food items/beverages should be "UNLIMITED" as per the requirement of the participants/guests from the spread available. **NO PRE-PORTIONING** of any food/beverages including sweet, ice-cream etc., is permitted.
- 6. The ingredients used for cooking should be branded (Annexure IV) i.e. BIS marked, Agmark. The expiry date of the products used should be checked before usage. Similarly, the rice, dal etc., should be of good quality and insect-free. All food grains



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and fresh. The food preparation has to be done in a strict hygienic environment and matching process without any compromise. Supervisory staff should always be ready to receive competent authority or his/her representative(s) to inspect the quality of products used for cooking and must cooperate in the checking.

- 7. Morning complimentary coffee and tea should be served to guest at each room at 6.00 - 7.00 A.M every day by the contractor. 20 litre Mineral water can should be placed in the dining hall and each floor.
- 8. Room service (food) should be provided only to VIPs/Senior officials and sick persons.
- 9. In room dining facility should not be entertained if room is not booked.
- 10. There shall be no re-chuffing i.e., leftover food of one meal shall not be served at **the next meal.** If found a penalty of Rs. 10,000/- for one instance, and if it repeats action shall be taken against the contractor.
- **11.** The food must be cooked only in the guest house premises. If found that food that were cooked outside were brought to serve in guest house dining it shall attract a penalty of Rs. 10,000/- for one instance, and if it repeats action shall be taken against the contractor.
- 12. Sometimes, departments /Institute will use the dining hall or any space other than the dining hall of the Guest house for the food service from outside caterer. Cleaning and other arrangements has to be done by the contractor.
- 13. The contractor should keep quality tissue paper and hand wash liquid in dining halls.
- 14. All items such as cooking gas, provisions and other consumables consumed in the guesthouses shall be arranged by the Contractor himself. All cooking fuel costs will be borne by the contractor. The contractor shall coordinate booking and procurement of cylinders on time.
- 15. Tea/Breakfast/Lunch/High tea/Dinner etc. to be provided and served to the guest in a decent and dignified manner.
- 16. Sometimes the guests/participants visiting the Guest house are from abroad, the menu for international participants shall consist of Continental/Chinese/or any other cuisine as may be prescribed by the competent authority from time to time. The chief cook should have expertise to prepare international food also.
- 17. The agency shall be responsible for cleaning and washing of the cutleries, crockeries and other utensils used for preparing and serving coffee/tea/breakfast/lunch/dinner. The contractor should ensure total cleanliness and regular cleaning of facilities in the kitchen. The contractor shall attend to any or all catering requirements whether covered contractually or otherwise, at a pre-determined price laid out in the contract or mutually agreed thereon.



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- 18. <u>Additional kitchen equipment's and utensils</u>, except available in Guest House, <u>will</u> <u>be arranged by the contractor</u> as per requirement <u>at no extra charge</u> by the contractor. The kitchen equipment and utensils available in Guest House shall be handed over to the contractor which is liable to be handed over back to NITT duly while terminating the contract. Refilling of gas cylinder and repair maintenance of the items (both the items arranged by contractor and the items handed over by NITT) will be done by the contractor at no extra charge. However, the rental for CCGT (Cutlery, Crockery, Glassware and Tableware) and buffet ware shall be claimed based on the amount quoted as in Annexure III-B.
- 19. Electricity and power for non-cooking purposes and water will be provided by NITT at the premises. However, <u>contractor/agency shall be responsible to ensure that</u> there is no undue wastage of power & water by his staff or even by others.
- 20. Chairperson, Guest House Advisory Committee / Registrar / authorized officer has the right to inspect the guest house any point in time to check the quality of housekeeping, availability of workers and quality of the food, etc.
- 21. Chairperson, GHAC / Registrar reserves the right to oversee the quality of food and maintenance services being provided by the contractor. The authority also reserves the right to ask the contractor to remove and replace any of the workers engaged by contractor toensure quality service and the contractor shall have to replace workers concerned within a week from the date of such communication.
- 22. The contractor shall be provided a suitable place during the validity of the contract period to maintain his office as well as to store the material received to provide the catering, housekeeping and maintenance services to the Guest House. The contractor shall, however, not use the allotted place for any other purpose than the purpose indicated above.
- 23. A single room may be provided to the manager to reside within the guest house premises for free of rent. The room shall be available for use solely by the manager and the transfer/sharing of room with other employees will not be allowed strictly.
- 24. The contractor shall ensure that the dining hall, kitchen, stores, service area shall be kept neat, orderly and free from malodour at all times. The crockery, cutlery, furniture & utensils used in the preparation and service of food shall always be clean and hygienic.
- 25. The agency shall maintain the account of the number of breakfast/lunch/dinner provided on a per day basis and submit the details to the Institute at the end of every month.
- 26. The agency is responsible for charging the guests for the number of breakfast / lunch / dinner / coffee / tea they have ordered. The contractor has to arrange himself all the provision items for cooking, cleaning materials, labourers for cooking(assistants, skilled, and supervisory staff). The Guest House will be available for operation in as is where is condition, for maintaining it in upright, spic and span good condition.
- 27. Dining hall / Kitchen / Cafeteria service shall be rendered in hygienic condition by trained chefs, cooks, cleaners etc., details of which may be indicated as required in the Annexure –IV.



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- 28. Meals should be provided as per the agreed menu. The menu details along with maximum price are given in Annexure–IV.
- 29. Sanitation in case of outbreak of an epidemic or any such special circumstances will be the sole responsibility of the contractor.
- **30**. The agency has to provide the necessary contract labourers (chef, cooks, assistant cooks, waiters, and other assistants) as required for the Guest house.
- 31. The Agency shall ensure that the contract labourers (chef, cooks, assistant cooks, waiters, and other assistants) undergoes periodic (once in 6 months) health check and certification for the same must be submitted to NITT by the agency.

Note: The contractor needs to maintain records for various departments (as per Annexure – V) which shall be subject to examination by the designated officer of the guest house, NITT. Any deterioration in providing above services shall attract the provision of deduction, penalty or fine, pertaining to payment. Adequate monitoring and control system should be put in place for best services.

6.3 MAINTENANCE & PROPERTY UP-KEEP

The importance or existence of maintenance team is often never experienced by theguest.

The contractor holds a vitally important position for successful operations for a facility. They are responsible for keeping the lights on, toilets flushing, HVAC working, elevator functioning, etc. They ensure the safety of all the staff and guests within the boundaries of the establishment, and they are also responsible for improving energy efficiencies and reducing operating costs. They protect the integrity of the building through maintenance of: Building structures (including walls, ceilings and floors); air- conditioners, heating and cooling plants; water and sewage facilities; furniture, fixtures and equipment; electricity; alarms; space management; procurement and so much more. It's a huge responsibility for any facility, and having the right team in place ensures that things run smoothly. Professionally managed hospitality facilities to be applied for eco-friendly measures driven by the maintenance team.

- 1. As the facility is state–of-the-art and has been developed keeping all comforts of a 3star Hotel, daily up-keep and maintenance of the facility is one of the key roles that the contractor needs to play during their operational tenure.
- 2. The property is equipped with the plant & machinery equipment as listed below: A. Guest Elevator B. Air-conditioning units C. Solar Water Heating System D. Grey Water recycling Plant E. Low Voltage system F. Fire Fighting & Fire Protection System G. Building Management System H. Kitchen Equipment & Cold Room I. Internet, EPBX, Telephone, DTH, CCTV & others.
- 3. The Estate Department (Estate Office) and Electrical Maintenance Department (EMD) of NITT through its experienced operation team will be operating the plant & machineries. However, the Manager/Supervisor of the Hospitality Contractor will act as the Maintenance Coordinator to ensure that all equipment and machineries are maintained well and kept in the running conditions. They will maintain log books and



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follow up with them to ensure routine maintenance as well as all repairs to the equipment take place in time and plant & machinery are kept in good working order.

- 4. Service would be desired to be maintained round the clock.
- 5. NITT will be executing Annual Maintenance Contracts (AMC) for various equipment/machineries as found necessary. However, the contractor needs to put in place an experienced maintenance coordinator who will be oversee the routine maintenance carried out by AMC team and also report any dysfunctional equipment/machine to NITT estate Dept./E.M.D. to handle complex systems and procedures pertaining to plant & machinery. Every major/minor snag, where certain outside assistance from the original equipment manufacturer (OEM) or a third party support could be required, such cases the concerned agency be called to attend the work and such incidence needs to be immediately brought to the notice of NITT team to ensure that necessary work to be taken forward and there is less/no downtime.
- 6. General maintenance tools such as tradesman kit containing tester, hammer, screwdriver, etc. to be arranged by the contractor. Any major material or equipment will be provided by NITT.
- 7. Entire plant & machinery testing, commissioning and snag to be seen by the contractor Maintenance Coordinator(s) before handover by the maintenance team from the contractor in presence of NITT technical team.
- 8. All warranties / guarantees to be checked and records be kept before handover. In case warranties have expired, Annual Maintenance Contract (AMC) for each equipment will be provided by NITT. Each of these aspects be checked by the contractor before taking handover.

OBLIGATIONS OF NITT

The Institute shall provide following inventory:

- 1. Furnishing of Rooms.
- 2. Air Conditioners, Voltage Stabilizers, TVs, Geysers, etc.
- 3. Dish TV facility in all rooms.
- 4. Provision of curtain, blanket, looking mirror, towels, bed sheet, bed cover, mattress, protector cover, pillow, pillow cover, wall clock, table lamp, wall hangings etc. as onetime support.
- 5. Telephone instruments and extensions, Computer/ Modem/TCPIP connection.
- 6. Electrical fittings, tube lights, bulbs, fans, etc., as aggregate level infrastructure will be provided.
- 7. Payment of electric charges, water charges, telephone bills, house/municipal tax shall be taken care of by NITT.



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- 8. Renovation/ addition to the building, solar water heating, firefighting equipment's, emergency power line etc. shall be taken care of by the institute.
- 9. Matter related to civil or major electrical works of Estate Maintenance Department etc. shall be taken care of by the Institute.
- 10. Racks, Almirah, Room Locking arrangements, shoe/luggage rack etc. as one-time support.
- 11. NITT will provide a reliable system for reserving and assigning rooms. The system will incorporate the use of bill books for documentation purposes and leverage a networked connection/interface to ensure streamlined and accurate account management.

NITT will hand over materials to the Agency like beds, cots, linen, chairs, tables, etc. and the Agency has to agree to keep proper acknowledgement and Agency shall take care to maintain these items properly. Malfunctioning of any equipment shall not be entertained as an excusefor unsatisfactory services. Upon end of contract / termination thereof, the Agency is liable to return the same to NITT in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit.

6.4 OTHER TERMS AND CONDITIONS

GENERAL

- 1. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.
- 2. Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
- 3. The bidder shall quote the Technical and Price bids as per the format enclosed as Annexure II and III respectively.
- 4. The Earnest Money will be forfeited if the bidder rescinds from the offer.
- 5. The bidder should include the list of firms where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.
- 6. All entries in the bid form should be legible and clear. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the PriceBid Form. In such cases, the tender shall be summarily rejected. Cuttings, if any, in the Technical Bid must be initialled by the person authorized to sign the bid.
- 7. NITT being an Educational Institution, the contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
- 8. All personnel/employees/workmen employed by the agency shall be, preferably, in the age group of 21–55 with good health and sound mind. The

personnel/employees /workmen of the agency shall be liable to security screening by the Security Staff/Agencies deployed by NITT.

- 9. The agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NITT.
- 10. The agency shall appoint fully qualified and competent workers, appropriate operations-in-charge personnel should be deployed by the agency, at their own



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cost, to ensure that the services rendered by them are at the level of a three-star hotel and the responsibility and obligations undertaken by them are carried out to utmost satisfaction of the NITT. The agency as an employer of its employees/workmen shall have exclusive right to appoint, substitute, suspend and terminate the services of any of their employees / workmen to fulfil their obligations under this agreement with enough reasons for doing so, with approval of the institute authority.

- 11. The employees/workmen employed by the agency shall always be under the direct and exclusive control and supervision of the agency and the agency may transfer its employees / workmen and in accordance with their needs, provided in consultation with the Registrar, Guest House/the officer designated by the Director, NITT. Adequate and necessary numbers of employees / workmen are deployed by the agency for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment and other paraphernalia as may be considered necessary.
- 12. The number and composition of staff required for Guest House should be given separately in Annexure III-A (as prescribed in the Price Bids of this E-Tender). The tenderer should have sufficient number of permanent employees on roll, specifically qualified and trained for housekeeping and allied work as per tender requirement (For details refer to Annexure V).
- 13. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by NITT, before the commencement of work:
 - a. List of Manpower short listed by agency for deployment at NITT, containing full details i.e. date of birth, marital status, address etc.;
 - b. Bio-data of the persons with passport size photograph
 - c. Character certificate from a Gazetted officer of the Central / State Government or certificate of verification of antecedents of persons by local police authority.
 - d. Their deployment will be only after the approval of the Registrar, Guest House/the designated officer.
- 14. The selected agency shall provide name badges and identity cards, bearing the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc. to the personnel deployed at the guest houses.
- 15. Services will be provided by presentable, neatly attired and well-mannered qualified and trained Attendant/personnel as per their functional designation. The personnel deployed (preferred age group: 21-55 years) of certified character and antecedents be Indian national and must display name badges and identity card signed by the agency/contractor and be conversant in speaking Hindi, English and local languages.
- 16. The agency should provide at least two sets of uniforms to all personnel employed by them. The staff should wear formal, clean, and pressed uniforms as per their job assignments. Staffs working without uniform are liable to be turned down from being



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engaged in work in the guest houses. The uniforms need not bear the name of the contractor The specified uniforms are as follows:

- a. Waiter Black Full Trousers & White Shirts with and Black Shoes.
- b. Cooks Appropriate uniform with Apron and Cap
- c. Housekeeping staff Appropriate uniform for gents and ladies.
- d. Receptionist Neatly ironed light colour shirt with tie, dark trousers and shoes for male; plain chudidhar with cut shoes for female
- 17. The contractor should ensure to maintain adequate number of manpower to meet the contractual obligation and also arrange a pool of standby manpower for special occasions with prior approval of Registrar / Chairperson GHAC / the designated officer. A proper record and register should be maintained and presented for checking purpose of the Registrar / Chairperson GHAC / the Designated Officer.
- 18. Any theft or damage caused due to negligence of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, NITT or an officer nominated by The Director or the Director's behalf, and the same will be deducted from the monthly bill of the contractor.
- 19. All personnel and their bags and baggage deployed with the contractor shall be liable for physical security check both at the time of entry and leaving the Guest House campus. The institute may introduce a system of Bio Metric/ RFID attendance/ GIS checking system, bar coding or any other technology solutions, which will be binding and applicable on all such personnel engaged by the contractor or agencies, rendering service to the Guest House.
- 20. The services will be provided round the clock on all days of the year (24 x 365) with sufficient number of manpower required to run the operation. Leaves of the contract employees of the agency should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty to the contractor.
- 21. No items will be taken out of the Guest House without written permission of the Registrar or the designated officer nominated by the Director, NITT. Normally no inventory will be shifted from one room/ place to another, without approval of Registrar, Guest House/designated officer and making valid entry in the stock register of the inventory. A separate register is to be maintained by the contractor for recording of movement of inventory subject to provision of movement orders.
- 22. The allotment of rooms (accommodation), in the Guest House will be done by a nominated official of NITT. No accommodation is to be made without the permission of the Director/Registrar/Guest house committee chairperson/nominated official. The Institute may introduce a MIS based room reservation system/billing etc. which will be binding and acceptable to the contractor.
- 23. Room charges will be collected to the Institute guest house account by the contractor through UPI or PoS machine provided by NITT. A copy of Bank Account statement will be provided to the contractor every week, and it is the duty of the contractor to match the receipts against the bills made. The contractor should send supervisor to visit the all departments on everyday basis to collect/remind to deposit the room charges to the institute guest house account. All room rent receipts should be ensured payable by Guest only to the institute guest house Bank account directly through UPI / PoS (instrument provided by Institute) and strictly no cash should be received from the guests by the contract staff/contractor.



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- 24. The contractor or his representative will not allow any unauthorized person including company officials to stay in the guest house. If at any time or during surprise check it is found that any unauthorized person is staying in the guest house, the contractor will be directly responsible and a financial penalty of Rs. 20,000/- per day will be imposed on the contractor for the damage and the same will be recorded in the complaints precedence register.
- 25. NITT will not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 26. Compliance of policy regulation viz., payment of central government minimum wages act, employer's liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act, payment of bonus/gratuity act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the contractor. In this regard the contractor at all-time should indemnify NITT against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will leadto imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the state me deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the NITT authority for verification and record.
- 27. The duration of the contract is one year that can be extended maximum two years further, subject to the approval of the competent authority and the contractor (the maximum duration of the contract after extensions shall not exceed three years since the date of acceptance of the tender). However, during the first year the contract shall be awarded for the period of <u>three months initially</u>. If the services of the contractor are found satisfactory it can be extended to the period of nine months.
- 28. The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him to the guest house, NITT, including with respect to raw material and ingredients incorporated

therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The contractor should keep the owner i.e., NITT indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.



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29. The ceiling price for the catering is fixed by NITT. Price only within the fixed ceiling price shall be collected by the contractor from the guests. The price and the menu is enclosed in the Annexure-IV.

LEGAL

For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at NITT, for contractual services.

- 1. The selected agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. NITT, shall in no way, be responsible for settlement of such issues whatsoever. NITT shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 2. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis-à-vis NITT nor have any principal and agent relationship with or against NITT.
- 3. The manpower deployed by the contractor for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of NITT, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will not have any claim for absorptionor relaxation for absorption in the regular / otherwise capacity in NITT. The Contractor should communicate the above to all the manpower deployed in NITTby the contractor.
- 4. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government. The bidder will maintain proper record as required under the Law / Acts. The contractor shall be responsible for fulfilling the requirement of all the licenses and other statutory provisions of Minimum Wages Act. The authorized representative of Institute& officials of the concerned ministries shall be entitled to inspect these records at any time. In general, the contractor shall be responsible for strict compliance of all statutory provisions of the relevant laws applicable from time to time for carrying out the contract job. If due to any reason whatsoever, Institute is made liable to pay any liabilities payable by the contractor under any of the said laws and enactments etc. for any reason whatsoever, the Institute shall recover the same from any dues payable by Institute to the contractor and/or from the security deposit of the contractor.
- 5. The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at NITT.
- 6. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to NITT to concerned tax collection authorities from time to time as per extant rules and regulations.
- 7. The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of NITT or any other authority under Law.
- 8. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by NITT.



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- 9. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NITT is put to any loss / obligation, monetary or otherwise, NITT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 10. The selected agency will indemnify NITT from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 11. In the event of any dispute under this tender/ contract, the same shall be referred to sole arbitrator appointed by the Director, NITT. The award of the arbitrator shall be final and binding on the parties to the contract. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Tiruchirappalli only.

FINANCIAL

- 1. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Price Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice and the contract will be terminated.
- 2. Bids offering rates which are lower than the minimum wages for the pertinent category would be rejected.
- 3. The proof of remittance of salary directly into the bank account of the employee, statutory contribution of PF, ESI of the employer and employee to the appropriate agency, for those employed at NITT, must be provided by the selected agency to NITT every month along with the claim bill, failing which the claim bill shall not be settled.
- 4. The successful bidder will have to deposit a Performance Security Deposit of **5%** of the total value of contract amount for one year, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft or Bank Guarantee drawn in favour of The Director, National Institute of Technology, Tiruchirappalli-15, payable at Tiruchirappalli. The performance security should remain valid for a period of 60 days beyond the dateof completion of all the contractual obligations of the service provider.
- 5. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.
- 6. The agency shall raise the bill, in duplicate, along with the following documents in respect of the persons deployed and submit the same to The Registrar, Guest House, NITT, in the third week of the subsequent month or earlier, but after disbursement of wages to the contract labourers.
 - a. Current month Invoice Copy
 - b. Current month Acquaintance (Wage) Register duly signed by the individual contract Labourers
 - c. Current month Attendance Register
 - d. Current month salary remittance proof bank transfer details
 - e. Current month ESI remittance challan with consolidate breakup details
 - f. Current month EPF remittance challan, as applicable, with consolidated



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- g. In-addition Half yearly returns submitted to EPFO & ESIC are also to be submitted whenever due.
- 7. License fee of Rs. 2,322/- + GST shall be levied per month for the kitchen space provided by NITT. The same shall be paid by the contractor within 7th day of the following month and the copy of receipt for the payment shall be enclosed in the monthly bill.
- 8. The claims in bills regarding GSTIN, if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of NITT.
- 9. During the course of the contract, any increase in the minimum wages asannounced by the Central Government (and applicable increase in ESI, PF), and corresponding increase in wages will be borne by the Institute, subject to producing documents for disbursing the increased wages.
- 10. All other charges (other than statutory levies) will remain fixed during the duration of the contract.

SECTION 7 EXPERIENCE AND QUALIFICATION OF STAFF

The experience, qualification of the staff being deployed by the Agency should be:

- 1. The Manager/Supervisor should have minimum 5 years of Industry experience and Diploma/Degree desirably in Hotel Management and Catering Technology from recognized Institute or Catering College. Fluency in English and Hindi in addition to the local language is essential. The manager is desired to have knowledge of accounts. It is desired that the manager will reside in the room allocated within the guest house premises for the entire duration. Whenever the manager wants to go out of the station to attend any exigencies/leaves, prior permission must be obtained from the competent authority/guest house committee chairperson and the supervisor must be handed over with all responsibilities in the intermittent period.
- 2. Receptionist should desirably have 3 to 5 years of experience in a reputed hotel, establishment or Institution. Fluency in English and the local language is essential, preferable if knows to communicate in Hindi.
- 3. The Chief Cook (Chef) should desirably have at least 3-5 years of experience in a reputed hotel, large industrial catering in multi-cuisine preparation. One-year craft course in cooking is desirable. Fluency in English, Hindi and at least one local language is essential.
- 4. Cooks and Assistant cooks should desirably have at least 2-3 years in reputed hotel and large institutional cooking experience. Fluency in English, Hindi and at least one local languageis essential.
- 5. Other contract personnel for house-keeping, room-boy, and waiters for dining area, being engaged by the agency should desirably have minimum experience of 2-3 years of experience in their respective fields.
- 6. The service personnel being engaged by the Agency should be polite, smart, physically sound and capable of speaking in the local language/English/Hindi.



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7. All the personnel being engaged by the Agency should wear the formal dress (appropriate uniforms approved by NITT).

- a. Waiter Black Full Trousers & white full-sleeves shirt with and Black Shoes. They should be provided with hand gloves and hair net while serving the food.
- b. Cooks Appropriate uniform with Apron and Cap (hair net)
- c. Housekeeping staff Appropriate uniform for gents and ladies.
- d. Receptionist Neatly ironed light colour shirt with tie, dark trousers and shoes formale; plain chudidhar with cut shoes for female

SECTION 8 HANDING / TAKING OVER

The fittings, fixtures, furniture's, furnishings, linen, gadgets and all other items will be properly handed over after making separate kit inventory/bar coding and details of each items giving specification, duly signed by institute representative of the Guest House, NITT and the contractor for the Guest House. Each room shall display the inventory list and be reconciled on quarterly basis with compulsory annual inventory verification of the complete Guest House.

SECTION 9 TERMS OF PAYMENT

- 1. The contractor will be paid as per approved rate (award of contract/work order) on monthly basis by NITT for the services provided on receipt of pre-receipted bill (in triplicate, at accepted bill of quantities), after invoice entry and certification the satisfactory services have been rendered during the month.
- 2. Attendance sheet, with signature/attendance status of persons deployed and verified (by the identified person of the Institute) shall be enclosed with the bill. A copy of challan in proof of PF and ESI deposited and any other payments thereto contractual and statutory obligation, made in respect of such engaged employees from the previous month deputed for this work, be enclosed by the contractor, with the monthly bills. A certificate that

previous month payments of the employees under the contract and payment to the supplier/general order vendors has been made and cleared in all respect shall be enclosed, along with the list/details of such disbursement. It is mandatory that all such disbursements be done by cheque/pay order or bank-e – transfer.

- 3. Monthly payment will be made in favour of the contractor (in the name of the firm/agency, as per award of contract and agreement) after thorough scrutiny and after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.). The GST (if applicable, as per rules) shall be paid on submission of documentary proof.
- 4. The contractor must be solvable enough to credit the salary and run the services smoothly for three months even if the monthly payments are administratively delayed.
- 5. The contractor need to provide details of the contractor's Bank Account number, name and address of the bank, Branch and Branch Code and IFSC code etc., to facilitate payment through bank (e-payment process).
- 6. If the scope of service increases (as per written communication and record) and/or at the time of award of the contract, including extension of 1year and part thereof, including



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complete month, after the period of contract or otherwise, same will be extended on mutually agreed terms and condition.

7. NITT authority will have the right to inspect the books of accounts of the firm/agency.

9.1. Payment of monthly bills and Feedback system

- a. The Monthly bills for entire operation of the Guest house along with the updated statement of accounts for room rents in the prescribed format shall have to be submitted within 10 days in the succeeding month for reimbursement by NITT after scrutiny.
- b. Payment for the services provided shall be released by the NITT on monthly basis against production of monthly Invoice along with the service report duly endorsed by the Associate Registrar. Payment will be made possibly within 15 days from the date of submission of the bill aftersatisfying that the services provided have been of the desired level and that the preventivemaintenance cheeks were fully performed. No advanced payment shall be given to any firm on any grounds what so ever.
- c. The contractor shall furnish photo copies of monthly wages payment sheet duly signed by the individual employee along with the bill (Annexure VI).
- d. Photo copies of the bank Challan of current month for the amount deposited in the bankfor Salary ESI and PF along with the Certificate (Annexure VII).
- e. The Contractor will furnish every month a certificate along with bill to the effect that all statutory obligation/requirements have been complied with in regard to wages, contribution to PF/ESI/Gratuity/Bonus etc. to their staff and NITT will not assume any responsibilitythereto.
- f. The total amount will be released on scrutiny of the bills in which the following penalty will be levied based on feedback score collected on every month from the staying guest, faculty diners and guest house in-charge. While collecting the feedback score,out of 25 marks, 15 marks weightage will be given to the staying guest, 5 marks weightage to faculty/guest diners and remaining 5 marks weightage to guest house in- charge/Chairperson GHAC for assessment of overall maintenance of the guest house.

	S.No.	Avg. Score	Deductions from the monthly bill amount
ĺ	1	21 – 25	NIL
	2	16 - 20	1.5 %
	3	11 – 15	3 %
	4	Below 11	5%

g. Based on the average score obtained in the review, the following deductions shall be done in the monthly bill amount to be settled to the contractor.

However, if there's delay in submission of feedback forms from the contractor, the bill shall be released for payment after withholding 10% from the bill amount that shall be released subject to submission of feedback forms and the scores obtained.

SECTION 10 PERFORMANCE SECURITY DEPOSIT

The contractor shall submit a Bank Guarantee or Demand Draft (@5% of the total contractvalue) in favour of "The Director, National Institute of Technology, Tiruchirappalli", drawn on any nationalized/scheduled bank, towards Performance Security Deposit. The security deposit shall not carry any interest and shall be forfeited in case the contractor, who fails to discharge its



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duties/commitments or whose contract is terminated pre-maturely. The security money so deposited with the Institute will be released after three months of expiry of contract validity period, subject to settlement of all accounts substantiated with records.

SECTION 11 TERMINATION OF CONTRACT

- 1. The duration of the contract is one year that can be extended maximum two years further, subject to the approval of the competent authority and the contractor (the maximum duration of the contract after extensions shall not exceed three years since the date of acceptance of the tender). However, during the first year the contract shall be awarded for the period of three months initially. If the services of the contractor are found satisfactory it can be extended to the period of nine months. But if the services are not found satisfactory they will be issued a written notice for improvement by the NITT authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service shall be levied. And if there is no further improvement, One-month notice will be issued to the contractor by the NITT authority to terminate the contract without prejudice to any rights or privileges accusing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- 2. Independently, NITT reserves the right to terminate the contract by giving a One-month notice to the agency.
- 3. In case the contractor is required (or decide otherwise) to discontinue the contract, he/she should give at least three months' notice to NITT and shall remain essentially working for the said period of notice, till alternate arrangements are made.
- 4. In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving three months notice.
- 5. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
- 6. In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside annulment of the contract or other lawful action that may be taken against the contractor.
- 7. The contractor shall give vacant premises to NITT and return all the equipment's/fixtures and other items, facilities etc., once the contract period is over or terminated.

SECTION 12 DAMAGES AND LOSSES

Al the equipment's and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by NITT. Any shortfall shall be immediately made good by the contractor by replacement. If the sameis not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor. The contractor or the contractor's representative shall be present during the stock taking. If the contractor or his representative does not make them available, the stock taking shall be conducted in their absence, and which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of eitherparty, NITT will replenish the same, as per obligation mentioned above.



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SECTION 13 COMPLAINTS

The contractor shall keep a suggestion box to be provided by NITT to record any suggestion/complaints on performance of services, by the guest and produce to NITT or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of NITT. The contractor will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with NITT/Guest House authorities.

SECTION 14 MISBEHAVIOUR OF EMPLOYEES

- 1. The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, NITT has the right to terminate the contract. It will be mandatory for the contract agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents NITT to advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal.
- 2. The selected agency shall not involve in any unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first incident. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.
- 3. Any personnel deployed by the Agency, refuses work or creates indiscipline would have to be immediately replaced with the consent of the Registrar, Guest House/the designated officer. NITT reserves the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guiltyof misconduct. NITT will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.
- 4. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

5. The food must be cooked only in the guest house premises. If found that food that were cooked outside were brought to serve in guest house dining it shall attract a penalty of Rs. 10,000/- for one instance, and if it repeats action shall be taken against the contractor.



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SECTION 15 BREAKAGE

All damages/breakage to the equipment/inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of NITT.

SECTION 16 REPLACEMENT

Replacement of articles (viz. linens, crockery, cutlery, consumables items/inventory etc.), which have been lost will be done after proper assessment by the competent authority and as per decision/mutual discussion and shall be borne by the contractor.

SECTION 17 PENALTY

Deduction on account of unsatisfactory catering services, not holding required numbers of CCGT and buffet ware or not placing for service, improper housekeeping and maintenance of the guest house, common places/facilities etc., will be made from the monthly bill. The recovery will be decided by the Registrar, Guest House/the designated officer. The methodology for deduction will be as under:

- 1. In case of shortage of manpower, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly bill of the contractor. Further each occurrence of absenteeism in excess of 20% per shift for 3 continuous days, will entail a penalty of 1.5% in the administrative charges charged by the agency, subject to a maximum of 30%. Stern disciplinary action and a fine would be levied if manpower shortage continues for more than two days.
- 2. In case of non-maintenance of cleanliness or lapse of services/carelessness, deduction shall be made Rs. 500/- per event etc., from the bill of the contractor, taking into account the loss of goodwill and inconvenience caused to the guest/institute.
- 3. In case on non-performance and poor service by the Agency, NITT may, at its discretion, recover Liquidated Damages upon recommendation of In-charge Guest House. In the event of appeal, the decision of Director, NITT shall be final and binding upon the Agency.

The quantum of penalty shall be as follows:

- (a) Non-compliance in cleaning of Rooms including Reception, Lobby Rs.500/-day
- (b) Non-compliance with laundry requirements Rs.500/- day
- (c) Negligence in reporting of non-functioning of Telephone and other amenities Rs.200/day
- (d) Non-compliance of environment friendly waste disposal methods. Rs.100/-day
- (e) Not wearing of uniforms by Agency's employees / untidy uniform Rs.500/-day/Person
- (f) Supply of food not as per approved Menu and/or insufficient quantity Rs.1000/-meal / day
- (g) The penalty for unsatisfactory and substandard catering service: Rs.500/- per complaint
- 4. In case of unforeseen or peculiar circumstances, the decision of the Registrar and Guest House Advisory Committee, so far as imposition of penalty is concerned, shall be final.
- 5. If the work is found unsatisfactory and below the expected standard in a particular area, including electrical or plumbing/maintenance etc., the Registrar and Guest House Advisory Committee will have the right to get the same done by another agency. The charges on



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account of this shall be deducted from the contractor's bill. Decision of the Registrar and Guest House Advisory Committee shall be final in this regard.

- 6. There shall be no re-chuffing i.e., leftover food of one meal shall not be served at the next meal. If found a penalty of Rs.10,000/- for one instance, and if it repeats action shall be taken against the contractor.
- 7. The salary must be paid to the employees on or before the 7th day of the month. If there's delay in payment of salary, then penalty of Rs. 1,000/- per day of default till the payment of salary shall be levied from the contractor.

SECTION 18 OTHER CONDITIONS

- 1. The Director, NITT may accept or reject any or all the tenders/bids in part or in full without assigning any reasons. In case of any dispute, pertaining to tender/bids, the decision of the Director of this institute shall be final and binding on the bidders.
- 2. The Director NITT reserves the right to withdraw/relax/interpret any of the terms and condition mentioned hereinbefore; in such situation the tenderer shall be given sufficient time to take the change into account.
- 3. Notwithstanding the sub-division of the documents into separate sections or otherwise, every party of each section/part/point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.
- 4. Tenders received after the closing date and time shall not be considered.
- 5. Each page of the tender document should be signed and stamped by the tenderer in acceptance of terms and condition, laid down by the institute.
- 6. While indicating the price/rate of the items or services, the bidder should write the item value/monthly value, both in words and figure, in case of dispute, or cutting/ overwriting, the amount written in words will be taken as bid value.
- 7. Tenderer and his authorized representative (with proper authorization letter) may choose to be present at the time of opening Technical and Price Bids.
- 8. The person/officer signing the tender/bid documents on behalf of the contractor should be delegated with an appropriate power of attorney (Duly endorsed by a notary public) by the Chief Executive Office / Managing Director of the company to sign such documents. An appropriate declaration must be enclosed, a sample of which is annexed with this tender document.
- 9. Tenders incomplete in any form will be rejected outright, conditional offers will not be accepted.
- 10. No tenders will be allowed to withdraw after submission of the tender; otherwise the EMD submitted by the tendering firm would stand forfeited. In case, the successful tenderer decline the offer of contract (or refuse to acknowledge or execute the contract/agreement within 15 days of award of work), for what so-ever reasons, his EMD will be forfeited.
- 11. The contractor should not sub contract the work to any other agency/contractor. No child labour should be engaged and human rights as per law shall be protected and adhered to. Person engaged must undergo a prior character and antecedent check/police verification and must be medically cleared specially Kitchen staff should undergo a medical examination after every six months.
- 12. Validity of the Bid: Bids shall remain valid for acceptance for a period of 90 days from the date of opening of the price bid. Any benefit for downward reversion of prices, should be extended to NITT.



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- 13. Companies conferred with latest ISO & FSSAI certification, BVQs, HACCP, special recognition/awards etc., must mention this in their technical proposal, along with a copy of the said certification.
- 14. Companies must enclose a Compliance List (or check list) along with the technical bids and mention how they plan to execute the services, enforce quick response time, customer care, quality and grievance redressal mechanism etc., settling things on the same business day. The service escalation matrix shall be mentioned.
- 15. E.M.D should be kept in a separate cover (Refer to proof of sealing and marking of bids). It is mandatory to enclose the said fees, unless otherwise the agency/organization is entitled for an exemption while submitting bids to government Institutions/ Offices etc., as evidence from the authorization letter/ certificate issued by appropriate State/ Central Government Authority granting such exemptions.
- 16. The engagement of personnel by the contracting agency/firm/organization will solely be at their discretion, as per usual norms and qualification and in no way make them entitled for any job or employment or permanency or any incumbency status in NITT.
- 17. Force Majeure:

(a) If at any time during the execution of the contract, the performance in whole or in part by either NITT or the contractor is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God & laws of government or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Buyer as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by the government.

(b) The performance in whole or in part under the captioned tender / contract is

prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

For any queries related to the tender, and can be contacted at: Dr.Shobitha Poulose, Department of MBA, National Institute of Technology, Tiruchirappalli-15, Phone: 0431-2503715 Mail: shobitha@nitt.edu

The Director NITT



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ANNEXURE – II

FORMAT FOR SUBMITTING TECHNICAL BID

(All the required documents mentioned in the following table to be uploaded in this E-Tender at the E-Tender portal and the originals wherever required to be submitted in a separate sealed envelope to the Tender Inviting Authority)

SI. No.	Description	Information/ Compliance
1.	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document?	
2.	Have you satisfy the pre-qualification criteria set out in SECTION 2 of this tender document	
3.	Details of EMD remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
4.	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	
5.	Year of Establishment / Incorporation / commencement of Business	
6.	Legal Status of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association and in the case of Proprietary concern, Proprietary Firm Registration Certificate should be enclosed as documentary proof)	
7.	Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director (please use separate sheet if found necessary)	



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8.	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney / authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
9.	Name and Designation of the Contact Person/Representative/Manager of the Agency/ firm/ company with mobile number & email ID		
10.	ANNUAL TURNOVER FROM GUEST HOUSE / HOTEL OPERATION AND MAINTENANCE SERVICES DURING THE FIVE YEARS. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year	Annual Turnover of the Operation & Maintenance Services (Rupees in Lakhs)
	enclosedy	2018-19	
		2019,-20	
		2020-21	
		2021-22	
		2022-23	
11.	Average Annual Turnover in last three years from Guest House / Hotel Operation and Maintenance Services	Rs	in lakhs
12.	Are your firm/ company carrying out any other trade/ business in addition to Operation and Maintenance of Guest House / Hotel ? Furnish particulars of other trade/ business carried out.		



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13.	Total experience (years/ months) in Guest House / Hotel Operation Services Field	
14.	Have your concern/ firm/ company ever changed its name any time? If yes, provide the previous name and the reasons therefor?	
15.	Were the company /firm ever required to suspend Operation and Maintenance of Guest House / Hotel for a period of more than six months continuously after you commenced the Guest House / Hotel services? If YES, state the reasons.	



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16.	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
17.	Income Tax Permanent Account Number (Self attested Copy of PAN Card to be enclosed)	
18.	Income Tax Assessment Completion Certificates/ Assessment Orders for the last 5 financial years. In the event of assessment of the years	
	indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the	
19.	 required years may be indicated) Have you registered under Employee s State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your agency/ firm/ company 	
20.	Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.	
21.	GSTIN Number (Self attested Proof to be attached).	
22.	Copy of Service Tax/ GSTIN Returns, if any, filed, for the years 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 along with proof of payment of service tax/ GST during the said five years.	
23.	Name and address of your banker	
24.	Bidders Solvency (Original certificate for an amount of Rs.25 lakhs from the banker to be enclosed) (photocopy of the solvency	



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	certificate will be ad	cepted	ł. Ho	wever, bidders				
	have to submit the	origina	alcer	tificate prior to				
	the opening of Price	_		-				
25.		IANPOWER presently with the						
	firm Whether the bi	*		0				
	Contract Labour (R		-					
	Abolition) Act, 1970	-						
26.	Brief details of Litiga							
	with Guest House /	Hotel C	Opera	tion Services				
	work, Current or du		-					
<u> </u>	the opposite party a	<u> </u>						
27.	Specify whether the	ere are	anyi	issues /				
	disputes against yo			,				
	company before the	e comn	nissio	onerof				
	Provident Fund, En							
	Insurance, Labour	Tribun	al					
	Authorities, etc.,							
28.	Give details of Tern	ninatio	n of p	revious				
	contract, if any. Hi	ding of	fact	s regarding				
	previous (unsatisfa	ctory) s	servio	ces & Non-				
	performing if any sl	hall be	serio	ously				
	viewedand lead to r	ejectio	n of l	oid.				
29.	Give information, if	any, r	egar	dingthe				
	proceeding for bank	cruptcy	, ins	olvency				
	or winding up in wh	nich th	e bid	der is /				
	was involved							
30.	Details of ONGOING	CONTR	ACTS (OF GUEST HOUSE	/ HOTEL	OPERATION	AND MAINT	ENANCE
	SERVICES: The foll	owing	shou	ld be enclosed:	(a) Worl	k Orders an	d Contrac	t/
	Agreement copies (1	b) Atta	ch se	parate sheet for	eachjo	b/ work		
	Name and address	Perio	d of	Type of	No. of	Average	Annua	l billed
	of the client	contra	ict	Contract	rooms	number	amo	
	Institution with			undertaken	mainta		R	
	name, address,			(Please specify	ined	persons	Catering	
	mobile number and Email ID of the	From	Tr	whether catering,		catered		Keeping
	Officer to whom			housekeeping				
I	reference may be made							
<u> </u>								
<u> </u>								



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							,		
32.	Details of COMPLE								
	(a) Order Copy, Con			hould b	e enclosed	. If requir	ed,		
	please attach extra sheets.								
	(b) Attach separate	sheet for e	each job/ work	2					
	Name and address	Period of	Type of	No. of	Average	Annual bi	lled		
	of the client	contract	Contract	rooms	number	amount			
	Institution with name, address,		under taken	mainta ined	of	Rs.			
	nume, uuuress,		(Please specify	mea	persons	Catering	House		
	mobile number and		Whether		catered	Catering	Keeping		
	Email ID of the		catering,		catereu		Reeping		
	Officer to whom		housekeeping						
	reference may be		or both)						
	made.								
33.	Any other informat	tion or doc	ument which n	nay help	NITT in		1		
	assessing your cap								
	add any further info			isiders i	relevant				
	Details of quality				ertification,				
34.	HACCP etc.,) Scanne								
		10			-				
35.	Details of Awards,	if any recei	ved or Review	s in the	Media, if				
	any								
	Notarized Affidavi	t with re	espect to slin	0.9 of	Section 2				
36.	Prequalification A		-						
		_							
	Notarized Affidavit		-	.10 of	Section 2				
37.	Prequalification An	a Eligibilit	ty Criteria						

Signature and Seal of the bidder with date



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DECLARATION BY THE BIDDER

 \checkmark I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge. I/ we understand that furnishing of false information could result in disqualifying for the award of the contract.

 \checkmark I/ We have submitted the requisite solvency certificate and authorize the NITT to approach the Bank issuing the solvency certificate to confirm the correctness thereof.

 \checkmark I/ We also authorize the NITT or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.

 \checkmark I/ We do hereby offer to perform and execute the Guest House Services contract in conformity with terms and conditions of the contract.

✓ I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIT, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

 \checkmark In the event of selection my/ our selection by the NITT, I/ We agree to execute the deed of agreement with the terms and conditions of the Tender Document.

Place:

Name and seal

Signature of the bidder with

Date:

Name

Designation



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ANNEXURE III-A, III-B, III-C, III-D, III-E and III-F AVAILABLE IN THIS TENDER FOR PRICE BID

THE ABOVE SAID ANNEXURES TO BE FILLED IN DULY STAMPED AND SIGNED AND UPLOADED AS PDF FILE SEPARATELY IN THIS E-TENDER OF PRICE BID COVER AT E-TENDER PORTAL FAILING WHICH THE TENDER WILL NOT BE CONSIDERED. THIS ANNEXURES WITH PRICE SHOULD NOT BE UPLOADED WITH TECHNICAL BID.

ANNEXURE III-A TO III-F

ANNEXURE III-A

Price Bid for manpower of Front Office, Housekeeping, Catering and Maintenance

Format to be filled up by the Agency tendering for Housekeeping, Reception, Catering and Management

- 1. Name of Firm/Bidder: _____
- 2. Address :
- 3. Phone/Fax/Mobile/Email:______

Sl. No.	work	No. of Person	Daily Wage (A)	Other Allowa nces (B)	ESI (3.25%) on applicable wages (C)	EPF (13%) on applicable wages (D)	Bonus (8.33%) of Basic, VDA (E)	Rate per person (F=A+B+ C+D+E)	Total Amount for each category
	Providing	manpow	ver - Quo	te for 3 S	Shifts per day	У			
1	Front Office and Ho	use Keeping	g						
	1.Manager(HS) 2. Supervisor(HS) 3.Receptionist(SK) 4.Housekeeping(U S) 5.Bell man(US)	1 1 3 8 2							
2.	Kitchen and services								
	1.Chef(HS)	1							
	2. Cook(SK)	2							
	3. Assistant Cook(SSK)	1							
	4. Helper / Dishwasher(US)	2							
	5. Waiter(US)	4	Tot						

*HS- Highly Skilled, SK- Skilled, SSK- Semi Skilled, US- Unskilled classification as per GOI OM / Ref. GoI order F.No. 1/5(3)/2023-LS-II Dt.03/04/2023 and the subsequent orders in this regard.

Sl. No.	Description	No. of persons to be deployed				
		Total	General shift	Shift 1	Shift 2	
1	Chef	1	1	-	-	
2	Cook	2	-	1	1	
3	Assistant Cook	1	1	-	-	
4	Helper / Dishwasher	2	-	1	1	
5	Waiter	4	-	2	2	



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*Minimum wages shall be paid by the contractor and reimbursed by NITT as per Govt. guidelines. This amount will not be considered for arrivingL1.

Payment will be made for 26 days per month, since a personnel will have to be given one day non-payable off per week.

**However, the standby staffs being engaged proportionally based on the genuinity (as permitted by NITT officials on prior request) in order to continue the 24 Hours operation of operational needs shall be paid extra at actuals.

Signature of the Authorized Person Full Name.....

Date:....

Company Seal..... Place.....



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ANNEXURE III-B

RENTAL RATES FOR required, CCGT (cutlery, crockery, glassware, tableware) and buffet ware

Sl. No.		Name of the CCGT (cutlery, crockery, glassware, tableware) and buffet ware	Qty. required	Total rent per month Rs.	Total rent per year Rs.
	1				
	2				
	3				
	4				
	5				
		Total			

[Add rows as per the requirement]

* This amount WILL BE considered for arriving L1.

Signature of the Authorized Person

Full Name.....

Company Seal.....

Date:	
-------	--

Place.....

Note: The price bid be submitted in a format, as per illustration given above. The rate/amount be mentioned on per item/day/month basis. A separate sheet of paper may be attached, if required. Each sheet should be duly signed.



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ANNEXURE III- C A. Price Bid for Consumables

Format to be filled up by the Agency

- 1. Name of Firm/Bidder: _____
- 2. Address :_____
- 3. Phone/Fax/Mobile/Email:_____
 - A. Consumables for guests

Sl.	Description	Unit Rate	Minimum	Total
No.		Rs.		Amount
1	Bottled water (½ Ltr)		Quote for 1000 per month	
2	Bottled water (¼ Ltr)		Quote for 100 per month During official events	
3	Water can (20 Ltr)		Quote for 50 per month	
4	All-out Unit (with refill) - one time		Quote for 60 no one time	
5	All-out refill		Quote for 60 per month	
6	Battery Cells (for AC,TV & DTH remotes and, wall clocks)		Quote for 30 no. average per month	
7	Pest control		Quote for twice a month	
8	Room freshener		Quote for 20 no. per month	
9	Toiletries (soap, shampoo, oil sachets)		Quote for 200 no. per month	
	Gross Total			

* Quote should be for the indicated numbers but monthly billing will be as per actual numbers.

* This amount WILL BE considered for arriving L1.

Signature of the Authorized Person

Full Name.....

Date:....

Company Seal.....

Place.....



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B. House Keeping Consumables (cleaning materials and rental of equipment)

		Qty.	Total	Total
		required	rent/price	amount
			per month	per year
Sl.	Name of the cleaning equipment / cleaning agent		Rs.	Rs.
No.				
1				
2				
3				
4				
5				
	Tota			

* Quote should be for the indicated numbers but monthly billing will be as per actual numbers.

* This amount WILL BE considered for arriving L1.

Signature of the Authorized Person

Full Name.....

Company Seal.....

Date:....

Place.....

NATIONAL INSTITUTE OF TECHNOLOGY

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ANNEXURE III-D Price Bid for Laundry

Format to be filled up by the Agency

1. Name of Firm/Bidder: _____

2. Address:

3. Phone/Fax/Mobile/Email:______

Please specify the laundry charges for each item below A. Laundry Service for the room :

-					
S	51.	Description	Unit	Minimum	Total
ſ	No.		Rate		Amount
	1	Bed Sheet/Bed Cover/Blank	Rs.	Quote for 300 per month	
		Linen			
	2	Pillow Cover	Rs.	Quote for 300 per month	
	3	Blanket	Rs.	Quote for 300 per month	
	4	Bath Towel	Rs.	Quote for 300 per month	
	5	Hand Towel	Rs.	Quote for 300 per month	
	6	Curtain (dry cleaning)	Rs.	Quote for 25 per month	
		Gross Total			

* Quote should be for the indicated numbers but monthly billing will be as per actual numbers.

* This amount WILL BE considered for arriving L1.

B.Laundry Service for the guests:

Laundry service is to be provided by the agency to the guests accommodated in the Guest House. The service charge for the possible laundry items should be quoted by the Agency.

S.No.	Laundry item	Charges for washing & ironing
1	Shirts	
2	Trouser	
3	Pajama	
4	Saree	
5	Blouse	
6	Jackets	
7	Churidhar set	
8	sweater	
9	Other items	

The bills can be directly collected from the room guest as per the rates approved by NITT. * This amount WILL NOT be considered for arriving L1.

Signature of the Authorized Person

Full Name.....

Date:....

Company Seal.....

Place.....



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ANNEXURE III-E Agency's administrative charges

Format to be filled up by the Agency

- 1. Name of Firm/Bidder:
- 2. Address:_____
- 3. Phone/Fax/Mobile/Email:_____

Please specify the administrative charges for operation and maintenance of the guest house:

Note: The factors such as monthly payment of license fee payable for the kitchen space, requisite rental charges for kitchen equipment & machineries, contractor's service charge, Ministry of Finance, Department of Expenditure's OM No. F. 6/1/2023-PPD Dt. 06/01/2023, any other govt. guideline in this regard shall all be considered while quoting the administrative charges. The charge must comply with govt. guidelines.

Sl.	Description	Amount per	Total
No.		month	Amount per year
1	Administrative charges for operation and maintenance of the guest house including cost of minimum 2 sets of Uniform to the workmen and other consumables, Allowance(s) being provided to the workmen.		

* This amount WILL BE considered for arriving L1.

Signature of the Authorized Person

Full Name..... Seal.....

Date:....

Company

Place.....



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Annexure - F Overall Price Bid

SI.	Description	Total (Rs.)
	Guest House – Manpower of Front Office,	
	House-keeping, catering	
1.	(Annexure III-A)	
	Guest House – Rental for CCGT and buffet ware	
2.	(Annexure III-B)	
3.	Price Bid for Consumables (Annexure III C)	
4.	Price Bid for Laundry (Annexure III-D)	
5.	Price Bid for Administrative Charges (Annexure III E)	
	Overall Total	

Signature of the Authorized Person

Full Name.....

Date:....

Company Seal.....

Place.....

Note: The price bid be submitted in a format, as per illustration given above. A separate sheet of paper may be attached, if required. Each sheet should be duly signed.

Price bid will be considered excluding GST GST will be paid by NIT T at actuals



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ANNEXURE - IV

Price for Catering At the Guest House (To be collected directly from the guests and the diners by the contractor)

Regular [Menu as per the list in this annexure under CATERING MENU of Tender Document]

All prices inclusive of GST:

Sl. No	Description	Maximum unit price proposed	Minimum
		Rs.	
1	Coffee	15	Avg. of 300 per month
2	Теа	10	Avg. of 300 per month
3	High Tea	30	Avg. of 200 per month
4	Breakfast [Vegetarian]	75	Avg. of 500 per month
5	Lunch [Vegetarian]	90	Avg. of 500 per month [Total count inclusive of veg and non-veg.]
6	Dinner [Vegetarian]	75	Avg. of 500 per month [Total count inclusive of veg and non-veg.]
7	Special Breakfast [Vegetarian]	95	During official events - 50 no.s
8	Special Lunch [Vegetarian]	125	During official events - 100 no.s
9	Special Dinner [Vegetarian]	95	During official events - 100 no.s

The unit rate given is fixed as the maximum price for entire duration of contract. The contractor shall fix any price subject to the maximum of the above price after intimation to the guest house advisory committee chairperson/competent authority. Monthly billing will be as per actual numbers.

Caterer can fix the rate for the user discretional special menu (including non-vegetarian menu) through the approval of Chairperson GHAC.

GUIDELINES RELATED TO CATERING SERVICES

It is prime responsibility of the Agency to provide excellent catering services as follows:

- 1. Breakfast
- 2. Lunch
- 3. Evening Tea & Snacks/High tea during official meetings or events on prior orders
- 4. Dinner
- 5. Special breakfast, lunch and dinner on prior order



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Session Timings

The timing for serving food, beverages etc. will be as follows:

 Morning Tea : 06.00 - 07.00 a.m. (may be supplied to suites based on request)

 Breakfast
 : 07.30 - 09.30 a.m.

 Lunch
 : 12.30 - 2.30 p.m.

 Evening Tea : 4.30 - 5.30 p.m.

 Dinner
 : 07.30-9.30p.m.

The Contractor has to provide best quality food in hygienic conditions, to the in house guests and other Institute officials, as required from time to time on chargeable basis. All cooking utensils, crockery's, cutleries, tableware and glassware etc. should be provided by the contractor for smooth operations. Sufficient quantity of the same should be maintained by the contractor at their own cost as per the required number / quantity.

AP spoon AP Fork AP Knife - Breakfast Serving Ladle for Buffet Serving Tongs Tea spoon/condiment spoon Dinner plate Side plate Soup/cereal bowl with saucer



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Tea cup with saucer Serving platter Salt and pepper sets Water glass Juice glass Cereal/serving glass bowl

Note: The Contractor shall arrange Kitchen equipments, machineries, etc at no cost. For Crockery, cutlery, Tableware, Glassware,frillings, etc. rental may be paid by NITT <u>on monthly basis</u>.

- **1.** The Agency shall also provide Official lunch/dinner at the specified location whenever required on order of the In-Charge Guest House/Designated person for whom payments will be made by concerned department/sections/schools of NITT. The contractor also needs to serve Special Menus (as required by the competent authority) occasionally during several Institutional Events.
- 2. The Agency has to ensure that only freshly prepared food is supplied and the left over are disposed of every day. Food cooked for the day is not to be served next day. If at any stage, any complaint is received or it comes to the notice of In-Charge Guest House or to his designated officials/persons that Agency is not following the same, notice will be served to furnish explanation failing which the penalty will be charged and if repeated will be followed up by termination of the contract and all outstanding of the Agency to NITT will be seized as penalty.
- 3. Vegetables and non-veg items (meat) used for cooking should be fresh and good quality. Proper care should be taken for perishable items which will be procureddaily on need basis.
- 4. The Agency has to ensure good quality and proper storage of dry provisions and it should be kept at least one foot above the grounds and adequate hygienic conditions are to be maintained in the store and kitchen areas.
- 5. The Agency shall comply with the Food Safety regulations as per HACCP, bye Laws relating to preparation, preservation, and sale of food stuffs, soft drinks and fresh meals, daily cleaning of the kitchen and associated area, disposal of garbage, left over's etc. (Same can be checked by the institute authority as and when required).
- 6. Soup and Dishes served in lunch should not be repeated in Dinner. The items should be rotated in such a manner so that the food is palatable. Overall quantity of menu shall remain sufficient to the satisfaction of the NITT Guests. Surplus food should be disposed of and should not be used in the next meal.
- 7. The menu shall be displayed in the morning. In case menu cannot be followed due to any genuine reason, the agency will have to intimate same to the Guest and prior permission shall be obtained before changing the fixed menu from the Registrar or the designated officer.



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8. Agency has to provide various items as per following makes or of its equivalent quality as specified below:

Rice	Ponni
Basmati Rice	India Gate / Heritage / Kohinoor
Wheat Flour	Ashirvad/Annapurna/Pillsbury/FreshChakki Atta
Masala-All Masala powder should be Agmark)	Sakthi/Aachi/MTR
Oil-Refined Sunflower oil	GoldWinner/Fortune/Sunflower
Ghee	Aavin/Hatsun/GRB/Amul
Panner, Butter & Cheese	Amul/Milkymist
Papad	Anil/Popular
Rava	Naga
Pickles	Aachi/Sakthi/Priya
Jam	Kissan / Lion / Maggi
Sauces	Maggi/Kissan
Butter & Chese	Amul/Britannia
Fresh Milk	Aavin (Orange / Blue)
Dal Varieties	ITC Brand/TATA
Sauce and ketchup	Del Monte/Kissan/Heinz/Weikfield
Chinese sauces and vinegar	Weikfield, Any Premium Brand
Pickles	Premium brand
Biscuits	Britannia/Amul/Parle
Water (½ l bottle in the room,200 ml bottle in the dining hall)	Aquafina / Bailey /Kinley /Bisleri
Tea Pack	Tajmahal/Tata, Twinings, Tettley
Rajma, Chana peas	Premium Brand
Теа	3 roses / AVT
Coffee	Bru / Nescafe
Any other items	With approval of Guest House committee
Vegetables & Fruits	Fresh and High quality organic
Meat and Fish	Fresh and High quality



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CATERING MENU

DINING HALL / FOOD ARRANGEMENT

TYPE OF SERVICE: Buffet Service

The contractor needs to provide Breakfast/lunch/Tea and snacks/dinner as per Official requests from different departments of this Institute.

The Agency will raise separate bills for supply of food ordered by different departments of NIT T which will be paid by them on receipt of the bills on the **approved given rates plus taxes as applicable.**

The menu for the same shall comprise of Continental / Chinese / different Indian Cuisines as follows:

Day	Breakfast	Lunch	Dinner
Monday	Idly, pongal, sambar, chutney, podi with gingelly oil, bread, butter, jam, coffee/tea	(a) Indian Bread (Roti/Chappathi/Pulka) (b) Gravy/Dhal (different preparation)	Chappathi, peas/channa masala, semiya upma, curd rice, banana, milk
Tuesday	Dosai, rava kichadi, sambar, chutney, podi with gingelly oil,corn flakes with milk, coffee/tea	 (c) Two dry/semi-dry veg preparation on seasonal vegetables (Poriyal + Koottu) (d) Flavoured Rice veg (lemon rice/tamarind rice/green rice) (e) Plain Rice (good quality boiled), (f) Sambar/Vathakolambu/Morkolambu, 	Uthappam, wheat rava upma, sambar, chutney, podi with gingelly oil, curd rice, banana, milk
Wednesday	onion uthappam, semiya upma, sambar, chutney, bread, butter, jam,, coffee/Tea	Sambar/Vathakolambu/Morkolambu, Rasam (g) Green Salad, Curd, Papad/fryums, Pickle Butter Milk/lemon juice/Banana/cut fruits(s)	Chappathi, Idly, vegetable Kurma, sambar, chutney, podi with gingelly oil,curd rice, banana, milk
Thursday	dosai, wheat rava upma, sambar, chutney, podi with gingelly oil, corn flakes with milk, coffee/tea		Parata, channa/peas masala, kichadi, curd rice, banana , milk
Friday	Idly, poori & masala, sambar, chutney, podi with gingelly oil, bread, butter, jam, coffee/Tea		Chappthi, dosai, Dal, sambar, chutney, podi with gingelly oil,curd rice, banana, milk



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Saturday	Uthappam, Pongal, sambar, chutney, podi with gingelly oil, corn flakes with milk, coffee/tea	Idly, sambar, chutney, semiya upma, podi with gingelly oil,curd rice, banana , milk
sunday	Masala dosai, kichadi, sambar, chutney, bread, butter, jam, coffee/Tea	Uthappam, sambar, chutney, podi with gingelly oil, bisibelebath, curd rice, banana, milk

<u>HIGH TEA</u>

(4.30 P.M. TO 5.30 P.M.)

- (a) Tea / coffee
- (b) Any one snack / varieties of cookies and/or biscuits / piece of cake

SPECIAL MENU:

Breakfast	Lunch	Dinner
regular menu, Any variety vadai, one sweet, 250ml water bottle	Regular menu, Veg soup, sweet/payasam/kheer, ice cream,	Regular menu with veg pulav/veg briyani in place of flavoured rice, veg
	Indian sweet beetle(Beeda), 250ml water bottle	soup, veg starter, ice cream, sweet. 250ml water bottle

Items that may be provided additionally on extra charges can be listed as follows along with the rates.

Honey, Butter Egg – boiled / Omlette / Scrambled /masalaAssorted pastries, nuts Butter Paneer Masala Butter Chicken Masala Chicken Gravy, Chicken fry Fish gravy, Fish fry Mutton gravy, Mutton fry Snacks (bajji, bonda, vada, pakoda, samosa, puff) Fresh juices

All systems and processes in Catering Services should be designed to achieve the highest standards of hygiene and cleanliness through Innovative approaches and integration of trained and qualified human resources, state of art equipment's, eco- friendly cleaning products and proven processes. The results should be of a superior quality performance levels. For standard and procedures refer **Annexure-V**.



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DETAILED SCOPE OF WORK FOR GUEST HOUSE MANAGEMENT and RECEPTION SERVICES

FRONT OFFICE SERVICES

- 1. Manage the Reception counter by a professional and experienced person (minimum 1 years of Diploma and at least 3-5 years of experience in Front office operations in similar organization) who will attend the guest with decent and hospitable manner; Attend to and address any guest complaint promptly.
- 2. Maintain the check-in and check-out in both Registers and in system
- 3. Allot the rooms in the Guest house as per the directive received from Guest House authorities.
- 4. Arrange safe handling of baggage of the guest by Bell man during check in and check out.
- 5. To attend the telephones, and maintain a call traffic register
- 6. Maintain Visitor Register, Room key register and Complaint Register (standard Format) which should be available on demand.
- 7. To arrange emergency transport as and when required by the guest.
- 8. To provide information with regard to rail/air/ timings and information related to campus to the guests on request.
- 9. To ensure overall cleanliness in the surrounding areas of the Reception Counter, lobby.
- 10.To Report the Room-wise Occupancy status every morning to the In charge Guest house through Supervisor of the firm / company.
- 11.To Report non-functional electrical gadgets (Geyser, Fan, lights, AC, etc.) and other maintenance issues of the rooms as well as common areas to the Guest House authorities, through Supervisor. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the In charge, Guest house daily through Supervisor.
- 12.At the time of check-out, to ensure that all the items provided in the room (like Remote of TV, etc.) are available in the room in case of any missing items the contractor will be solely responsible to replace the same at no extra cost.
- 13.Maintaining cash, Credit Card entries, and credit register and acknowledged by the Guest House Authority on every week. And effort should be taken by the contractor in collecting the rents due.
- 14.To maintain account keeping of the room rents in the prescribed format based on bank statements received.
- 15.Submitting category wise occupancy report and meal records on monthly basis to the Guest House Authority
- 16.At the time of check-out, Housekeeping floor supervisor to ensure that all the items provided in the room (linen, CCGT, Remote etc.) are intact, in case of any missing items reported then guest to be stopped for queries and matter to be reported to officer in charge for further action.



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Phone: 0431-2503715

All systems and processes in Soft Services should be designed to achieve the highest standards of hygiene and cleanliness through Innovative approaches and integration of trained and qualified human resources, state of art equipment's, eco-friendly cleaning products and proven processes. The results should be of a superior quality performance levels.

- 1. To ensure that all the rooms, fixture and fittings attached to the rooms are kept well cleaned, regularly as specified in the cleaning service (Record to be maintained for verification).
- 2. To ensure that all rooms are provided with following items at any point of time (Record to be maintained for verification). These items will be provided by the Institute.
 - a. Bed Sheet
 - b. Bed Cover
 - c. Pillow Covers
 - d. Blanket
 - e. Blanket linen
 - f. Bath Towel
 - g. Hand Towel
 - h. Cup and saucer
 - i. Tumblers (Glass)j. Coasters

 - k. Hangers
 - l. Bucket
 - m. Foot Mat
 - n. Mug
 - o. Dustbin
 - p. Bath Mat
 - q. Dustbin
 - r. Electrical Kettle
 - s. TV with Remote
 - t. Telephone
- 3. The Agency shall supply the following toiletries and consumable for each room per new occupant.
 - a. Bath Soap 50 g
 - b. Shampoo Sachet
 - c. Oil Sachet
- 4. The Agency shall supply the following consumables for each room per day per person. a. Two sealed bottles of 500 ml mineral water

(Bailey/Kinley/Aquafina/Bisleri)



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- 5. The Agency shall ensure the following items are replenished promptly in each room.
 - a. Goodnight/All-out mosquito repellent with refills
 - b. Tissue Papers
 - c. Room fresheners
 - d. Napthalene balls, Odonils
 - e. Battery Cells (in working condition) for TV, Wall Clock and AC remotes.
- 6. All items mentioned above should be of superior / branded quality. The Agencyshould provide all these items.

Service Standards:

- □ **Basic Standard**: Maintain at all times in good condition office areas, service areas, public areas, utility areas, fire exits, stairways, terrace, lifts, car parking and external areas.
- Prestige Standard: High standard of cleanliness and appearance at all times including maintaining higher floor gloss levels VIP Suites, Conference room, Banquet area, Dining area, Pantries, Reception areas, Lobbies and VIP floors etc.
- □ **Hygiene Standard**: Areas where a high hygiene standard is mandatory –Toilets, kitchens, cafeteria, pantry, vending areas, Waste bins, hidden surfaces, hinges, underside of workstations etc. to be maintained free of dirt, stains, waste matter, watermarks and scale using appropriate cleaning and sanitizing materials.

Types of Cleaning:

- □ **Routine Cleaning**: Cleaning tasks to ensure that offices, toilets, meeting areas, public areas & all other routine work areas, furniture & floor spaces are maintained to a high level of general cleanliness and remain presentable and fit for their intended purpose.
- □ **Reactive Cleaning**: Reactive service to maintain full & safe use of facilities response to spillages, replenishing consumables & monitoring the cleanliness of all sanitary facilities.
 - Periodic Cleaning: Activity includes all deep cleaning and periodic cleaning activities of the communal & public areas and activities that require more frequent cleaning than routine cleaning including kitchens, vending points and cafeteria.
 - Zoning: The Frequency of daily cleaning should be divided into 3 zones: Green Zone - Cleaning -mechanically / manually. Frequency – Once a day.
 Red Zone- Cleaning - mechanically / manually. Frequency – Once a day minimum followed by further cleaning upon requests / instructions.
 Yellow Zone - Cleaning - once at commencement of shift & repeated till the end of the shift. Busy areas with continued upkeep like Lobby, Dining area, Corridors, Kitchens, Pantry, Passages etc.



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- * Colour coded cleaning tools for different areas.
- * Colour coding of each type of waste with specific colour bins for easy identification by users.
- * Go-green initiatives should be a part of contractor's mission with the usage of eco-friendly branded cleaning chemicals.

The service of the House-keeping is round-the-clock operation. It includes the following:

CLEANING SERVICES

It is necessary to maintain the environment of the guest house in a healthy and hygienic condition round the-clock at the level of a 3-star hotel or above. All living areas are to be kept clean and tidy and effective waste collection and disposal arrangements shall be made. The following jobs are to be carried out under Cleaning Service:

Task 1: Guest room cleaning

- Remove linens (mattress pad, linens, and bedspread) from the bed
- Lift the mattresses from the box spring. (This should be a two-person job and use the legs for lifting and not your back) □ Lift the box spring off the bed frame.
- Check for any tear, soil, stains or springs which are popping out.
- Thoroughly clean the frame and headboard.
- Vacuum behind and inside the bed platform and mattress cording.
- Rotate the box spring
- Inspect pillows and replace pillows that have stains or wear and tear.
- Dust ruffles and straight it.
- Remake the bed with a clean mattress pad, linens, and bedspread.

Task 2: Dusting of High Places or hard to reach areas

- Using an extended feather duster, dust where the wall meets the ceiling. Use of a stepladder is recommended here.
- With at the most care dust the smoke detectors, sprinklers and any Wi-Fi routers.
- Dust and wipe the tops of almirah, frames of paintings, curtain holders etc.
 Dust light shades and clean with a damp cloth if needed
 Dust and wipe all AC vents, curtain holders and top of doors.
- Clean everything else above your head level.

Task 3: Clean Window glass, Grills and draperies.

- Use a scrubber and window cleaner to clean grease marks, fingerprint and hard dirt from window panels.
- In case any dirt outside the sealed glass then reports the same to the maintenance team.



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- Clean window glass from the top to down with a window wiper.
- Wipe all window frames with a damp cloth.
- Clean the window track thoroughly.
- Remove draperies that need professional dry cleaning from drapery rods.
- Label draperies by room number, and send them to be laundry for dry cleaning.
- Inspect and clean pulls, hooks and rods.
- Place hooks in saleable bags to make sure they are not lost.

Task 4: Cleaning Walls, carpets and Doors.

- Use a mild solution or all-purpose cleaner on a so sponge and clean gently
- Do not spray the cleaning solution directly on to the wall but spray to the sponge instead.
- Work from the boom up to avoid streaks, and work clockwise around the room.
- Stains or marks which cannot be removed to be reported to the maintenance.
- Dry all wiped surfaces with a clean while cloth.
 Clean anything hanging on the wall
- Wipe switch plates, phone plugs, and wall jacks
- Clean the closet walls and luggage racks
- Clean both sides of every door, including viewers, hinges, the frame, locks, and lock plates
- Work clockwise around the room to clean carpets and moving large pieces of furniture.
- Edge the carpets with a crevice tool or a broom.
- Take care of carpet spots. Use standard removal techniques depending on the type of stain.

Task 5: Cleaning TV and other electronics

- Turn off the TV, as it is easier to spot the dirt on the black surface.
- For cleaning the LCD screen use, use a soft, clean, lint free, dry cloth or a microfiber.
- Never use cleaning fluids, wax, or chemicals to clean the LCD screen.
- Wipe the frames of the TV with the same cloth.
- Wipe the Speakers with a microfiber cloth.
- Use a micro fibre cloth to clean other electronic gadgets in the room.

Task 6: Clean light shades and fire exit map

- Remove the shade and use a damp cloth to clean the extrude and shade thoroughly.
- Reposition the shade
- Remove and dust exit sign covers □ Wipe inside exit signs with a damp cloth □ Replace exit sign covers.



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Task 7: Clean Furniture

- Vacuum upholstery and Use a vacuum attachment to get tight spots.
- Clean under cushions, and inspect and turn them.
- Rub upholstery spots gently with a light fabric cleaner, then blot the area with a white cloth
- Check the manufacturer's directions before cleaning spots from upholstery.
- Always use an oil-based cleaner on wood furniture.
- For laminated furniture use an all-purpose cleaner.
- Clean the backs of all furniture and dry them with a clean cloth \Box Wipe inside drawers with a clean dry cloth.
- Report to maintenance if you find any drawers that do not slide smoothly.

Task 8: Clean Bathroom

- Remove the shower curtain and replace them if required. Soak the hooks in soapy water and replace any broken hooks Clean Ithe curtain rod and repositiona clean shower.
- Scrub Tile and Grout and use grout cleaner and a grout brush to remove mould and mildew.
- Remove any build-up from the shower, the tub, around the sink, the toilet, and the ceramic tile door.
- Rinse all areas thoroughly, Dry and polish with a dry cloth.
- Wash the Bath Mats and also brush the back side of the mat to remove any dirt.

• Remove dirt from the shower, the tub, around the sink and from the floor tile.

The above listed / entire work may be scheduled as follows:

Daily Cleaning:

- 1. Sweeping of the entire premises.
- 2. Damp moping of tiles, vitrified floors, staircases, sidewalls, corridors, passages.
- 3. Dusting of desk, table, chair and furniture located in the rooms occupied.
- 4. Special attention will be paid to the cleaning of wash basins.
- 5. Thorough cleaning and sanitization of the toilets, wash basins, mirrors, dustbins and WC facilities using suitable non-abrasive cleaners and disinfectants.
- 6. All the wash basins, toilets pans should be kept stain free using harpic/sanifresh etc.
- 7. All surfaces shall be free of germs, soap and mud at the wash rooms/WCs.
- 8. Replacement of bathing towels/hand towels on a daily basis in all the WC facilities/wash-up area.
- 9. Cleaning of Door mats; aluminium doors, etc.
- 10. Odonil, Naphthalene balls, urinal cubes, should be supplied sufficiently in the toilets.
- 11. Emptying all waste paper baskets from all rooms and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located.
- 12. All waste wet and dry from waste paper baskets, kitchen, dining halls etc. will be collected and disposed off as per the guidelines every day.



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Weekly Cleaning:

- a. Cleaning of bath fittings with R4 cleaning agent
- b. All glass doors, windows of the premises would be cleaned using damp and dry method;
- c. Glass table tops, doors partitions and glass accessories would be cleaned using solvent R2
- d. Cleaning of photos, sculptures, panels, glass/board partitions etc.;
- e. Wipe/clean/polish of all staircases/ metal railings, passages, corridors with detergents and other cleaning agents.
- f. Dusting /cleaning of Venetian blinds

Monthly Cleaning:

- 1. To remove cobwebs from the entire guest house premises wherever they exist.
- 2. Scrubbing of all floor areas.
- 3. Carpets in Guest Rooms if any to be cleaned with shampoo by an experienced personnel.
- 4. All wooden/leather furniture to be dusted, polished, cleaned with solvent and maintained in good condition;
- 5. Washing/dry cleaning, ironing and refitting of curtains.

Quarterly Cleaning:

- 1. Shampooing of all sofa and chair
- 2. Glass pane cleaning
- 3. Façade cleaning / Floor polishing



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List of Cleaning Agents, Machineries and Equipment to be used:

All the items listed below should be available with the housekeeping department of the contractor to be used as per the cleaning routines.

S.no	ITEMS	QUANTITY
	Machinery	
1.	Single Disc Machine- Scrubbing/Shampooing/Buffing and Polishing	1
2.	Vacuum cleaning - Rooms/Public Area	1
	Equipment	
3	Housekeeping Cleaning Caddy	6
4	Housekeeping trolley with selves	2
5	Dustpan with broom short	6
6	Dustpan with broom Long	6
7	Wet Mop with spray 360 degree rotation	6+2
8	Dry Mop –,frame 60 cm	6
9	Public Area mop with bucket trolley	3
10	Wet mop public area	6
11	Caution signage	3
12	Floor Brush Long	6
13	Industrial Dust pan	6
14	Industrial plunger	3
15	Cotton wet mops	19
16	Gloves rubber	15
17	Hard scrub brush short	10
18	Hard scrub brush Long	10
19	Spray container for cleaning	15
20	Window squeegee	15
21	Wiper short and long	6
22	Cleaning cloths	30
23	Sponge, steel wool, scotch bite, pad	50
24	Trash can	5
25	Feather duster	15
26	Broom various kind	15
27	Long brush for remove cobweb	6



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28	Ladder for cleaning	2
29	Toilet brush with container	15
30	W.C brush	15
31	Brush upholstery, carpet	15
32	sponge	20
33	Water squeezer	3
34	Toilet roll paper (Suite)	
35	Housekeeping chemicals	Monthly consumption
36	TASKI R1	
37	TASKI R2	
38	TASKI R3	
39	TASKI R4	
40	TASKI R5	
`41	TASKI R6	
42	SUMA for kitchen grease	
43	Any other chemicals as required	
44	Ferry (dishwashing liquid)	

RECORDS AND REPORTS TO BE MAINTAINED BY THE CONTRACTOR

- 1. Log Book Front office, housekeeping, supervisor
- 2. Visitor Register
- 3. Guest Comment Book
- 4. Arrival and Departure Reports / Occupancy status reports
- 5. Daily closing cash hand over register (cash register)
- 6. credit bill register
- 7. Equipment Operation logbooks
- 8. Attendance Register
- 9. Monthly meals record register
- 10. Lost and Found Register
- 11. Food Bill book
- 12. Staff personal data file
- 13. Staff wages and PF, ESI files
- 14. Daily / Weekly/ Monthly reports
- 15. Cleaning Checklist
- 16. Machine Checklist
- 17. Key Register
- 18. Maintenance report for AC, LIFT, Fridge
- 19. Staff Training / Orientation File
- 20. Daily menu register
- 21. Daily amenities and other consumables
- 22. Inventory movement register



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Laundry Service for the guests:

Laundry service is to be provided by the agency to the guests accommodated in the Guest House. The service charge for the possible laundry items should be quoted by the Agency.

The bills can be directly collected from the room guest as per the rates approved by NITT.

S.No.	Laundry item	Charges for washing & ironing	quantity
	Shirts		
	Trouser		
	Pyjama		
	Saree		
	Blouse		
	Jackets		
	Churidhar set		
	Sweater		



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ANNEXURE - VI

	SALAI	RY INFORM	IATIO)N F(OR THE	E MONTH	OF						
					Per	No. of		Empl	oyee's	Carry	Empl	oyer's	Employee's
S1.	Name of the		EPF	ESI			Total						
No	Worker	Designation	No.	No.	Day	Days	Wages	Share		Home	Share		Signature
					Wages	Working		EPF	ESI	Salary	EPF	ESI	
								1					
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Employer's Signature and Seal with date



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ANNEXURE - VII

(On Company Letter Head)

Dated: _____

To Registrar National Institute of Technology, Tiruchirappalli-15

CERTIFICATE

It is certified that all the dues of personnel deployed at NITT site, for the said contract, have been paid up to...... by us, in accordance with the latest minimum rates of wages, as fixed by the State Govt./ Central Govt. All the statutory obligations/Requirements have been complied with, in regards to payment of wages, contribution to PF/ESI/Gratuity/Bonus etc. and any other dues have been met and NITT will not assume any responsibility thereto. The Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules 1971 have also been complied with.

Further, certified that the consolidated monthly payment challans to ESI & PF authorities includes the contributions deducted from all personnel deployed at NITT.

Regards

Signature (Name of the Concerned Person)

For & on behalf of (Name of Company)

Seal of the Company

Signature and Seal of the bidder



NATIONAL INSTITUTE OF TECHNOLOGY **TIRUCHIRAPPALLI – 15** OFFICE OF THE REGISTRAR PERFORMANCE REPORT

:

:

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(Furnish this information for each individual contract in the following format from the employer for whom the contract was executed the latest)

- 1. Name of contract & Location :
- 2. Agreement No.
- 3.Annual Value of
- contract 4.Date of start
- 5 Date of completion
- 6 Performance report
- i) Quality of service
- ii) Resourcefulness
- 7. Any penalty imposed for **Bad performance**
- 8 Any litigation pending

Excellent/Very good/Good/Satisfactory/Poor

Excellent/Very good/good/Satisfactory/Poor

(Signature) Senior Level Officer (Seal of the organization)

Senior Level Officer:

Contact Number:

Place :

> Date :

Note

It is not compulsory that bidders have to submit their performance reports as per the format given in Annexure III. Bidders are permitted to submit performance reports obtained from their previous contractors. But it is mandatory that, bidders should submit the performance report of the previous contractors.

ANNEXURE - IX

EMD Returning Form

To The Director

National Institute of Technology,

Tiruchirappalli – 620 015

Sub: Returning EMD amount submitted for the Tender / Quotation.

Sir / Madam,

Our firm has participated in the tender / quotation enquiry No mentioned below and produced the EMD amount through DD, details of the DD are given below.

Tender / Quotation Reference No	
EMD amount	
DD Number	
DD issued Bank	
Date of DD	

It is requested to return the EMD amount to our firm after completion of the purchase below mentioned Bank account.

Account Name	
Bank Account Number	
IFSC code	
Bank	

Signature with Seal and Date

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

То

The Director, National Institute of Technology, Tiruchirappalli – 620 015, Tamil Nadu

Authorization for release of payment / dues from National Institute of Technology,
Tiruchirappalli through Electronic Fund Transfer/RTGS Transfer.

- 1. Name of the Party / Firm / Company / Institute
- 2. Address of the Party

:

:

- 3. City_____Pin Code____
- 4. E-Mail_Mobile No:_____5.

Permanent Account Number

6. Particulars of Bank:

Bank Name:	Branch Name:	PIN Code:		
Branch Code:	(
IFS Code:(11 digit alpha numeric code)				
Account Type	Savings	Current	Lash Credit	
Account Numb	er:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, National Institute of Technology Tiruchirappalli responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:

Date:

Signature & Seal of the Authorized Signatory of the Party

SECTION 20 General Conditions of Contract Table of Clauses

1.	Definitions
2.	Contract Documents
3.	Corrupt and Fraudulent Practices
4.	Interpretation
5.	Language
6.	Joint Venture, Consortium or Association
7.	Eligibility
8.	Notices
9.	Governing Law
10.	Settlement of Disputes
11.	Obligations During Arbitrations
12.	Scope of Supply
13.	Delivery and Documents
14.	Supplier's Responsibilities
15.	Contract Price
16.	Terms of Payment
17.	Taxes and Duties
18.	Performance Security
19.	Copyright
20.	Confidential Information
21.	Subcontracting
22.	Specifications and Standards
23.	Packing and Documents
24.	Insurance
25.	Transportation and Incidental Services
26.	Inspections and Tests
27.	Liquidated Damages
28.	Warranty
29.	Patent Indemnity
30.	Force Majeure
31.	Change Orders and Contract Amendments
32.	Extensions of Time
33.	Termination
34.	Assignment

General Conditions of Contract

- ¹ **Definitions:** The following words and expressions shall have the meanings hereby assigned to them:
 - **a** "NITT" means National Institute of Technology, Tiruchirappalli established under societies Registration Act XXVII of 1975.
 - **b** "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - **c** "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
 - **d** "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - e "Day" means calendar day.
 - **f** "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - **g** "GCC" means the General Conditions of Contract.
 - **h** "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - i "The Project Site," term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
 - **j** "Purchaser" means faculty, department and other entities of the competent for purchasing Goods and Services, as specified in the SCC.
 - **k** "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - ¹ "SCC" means the Special Conditions of Contract.
 - ^m "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - n "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - ⁰ "The Project Site," where applicable, means the place named in the SCC.

2 Contract Documents:

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3 Corrupt and Fraudulent Practices:

The Institute requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Interpretation

4.1 The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.

4.3 Non waiver

- **a** Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- **b** Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5.1 Language:

5

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or Association:

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint

venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7 7.1 Eligibility:

The Bidder should not have been declared insolvent by the competent court.

- 7.2 The Bidder should not be disqualified for contract under the law of the India.
- 7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
- 7.4 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
- 7.5 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8 8.1 Notices Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
 - 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9.1 Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
 - **a** Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
 - **b** by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10 10.1 **Settlement of Disputes**

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 10.3 All questions, disputes and differences arising shall be referred by the The Director, National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.

9

11 Obligations During Arbitrations

Notwithstanding any reference to arbitration in Clause 10,

- **a** the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- **b** the Purchaser shall pay any amount due to the Supplier.

12 Scope of Supply

The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13 Delivery and Documents

Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related

Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14 Suppliers Responsibilities

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15 Contract Price

Prices charged by the Supplier for the Goods supplied and the

Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16 16.1 **Terms of Payment**

Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However, in following cases advance payments may be made if specified in SCC:

- **a** Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
- **b** Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
- **c** Such advance payment should not exceed the following limits: -Thirty percent of the contract value to private firms;
- **d** Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
- **e** In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it
- 16.4 The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.

17 17.1 **Taxes and Duties**

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

- 17.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax sowing to the purchaser.

17.4 GST Concession for Items Purchased for Research Purpose

If the item/product purchased for research purpose the institution has a GST exemption of 5% as per vide no: 45/2017 and 47/2017

18 18.1 **Performance Security:**

If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC

- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
- 18.5 Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.

19 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20 20.1 Confidential Information

The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a. Now or hereafter enters the public domain through no fault of that party;
- b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- c. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21 21.1 Subcontracting

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22 22.2 Specifications and Standards

Technical Specifications and Drawings

- **a.** The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
- **b.** Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23 23.1 Packaging and Documents

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24 Insurance

Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25 25.1 Transportation and Incidental Services

The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)

- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.

26 26.1 Inspections and Tests

The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the

purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

27 Liquidated Damages

Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.

28 28.1 Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- 28.2 Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29 29.1 Patent Indemnity

The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30 30.1 Force Majeure

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 30.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 30.3 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or otherfailure to perform its obligations under the Contract is the result of an event of Force Majeure.

31 31.1 Change Orders and Contract Amendments

The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- **a** drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- **b** the method of shipment or packing;
- c the place of delivery; and
- **d** the Related Services to be provided by the Supplier.

32 ^{32.1} Extensions of Time

If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

33 ^{33.1} Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- **a** if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause32;
- **b** if the Supplier fails to perform any other obligation under the Contract; or
- **c** if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the

Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

33.3 Termination for Convenience

- a The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b The Goods that are complete and ready for shipment within twenty -eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect :

(i) to have any portion completed and delivered at the Contract terms and prices ; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34

Assignment

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.