Tender Notification No.: NITT/Guest house/2013                  Date: 08.01.13

Name of the work: Guest House Management at NIT Tiruchirappalli

Cost of tender Document:  500.00 (Rupees five hundred only)

Sealed tenders in two-part bids comprising Part-I (Commercial Bid) and Part-II (Price Bid) to be submitted in separate sealed covers are invited from the reputed State/National level organizations/companies/trust/ societies/consortium/firms engaged in hospitality services for operation of Institute Guest House on contract basis for period of two (2) years. Depending upon the performance, the management of NIT, Tiruchirapalli may accept the offer of renewal of the contract for a further period of one (1) year. Relevant documents consisting of the general tender document and scope of work can be downloaded from Institute website (www.nitt.edu). The service providers who download the documents from Institute website will have to deposit the cost of tender documents in the form of a separate demand draft along with the tender.

Nature of work                          : Guest House Management
EMD amount                             : Rs. 6000/-Only
Last Date of submission of Tender      : 31st January, 2013, 3.00 PM
Address for the submission of tender   : The Director
                                         National Institute of Technology
                                         Tiruchirappalli – 620015. Tamil Nadu.

Date and time of commercial bid opening: 31st January, 2013, 3.30 PM
Presentation by service providers before the committee: 5th February, 2013, 10.00AM
Date and time of price bid opening      : 7th February, 2013, 3.30PM
Venue: A11, Administrative building, NIT-Tiruchirapalli-15

(Interested bidders may visit the NIT, Tiruchirappalli Campus at their own cost before submitting their bids, on 23.01.2013 10.00AM to 5.00PM)
Introduction

National Institute of Technology Tiruchirappalli (NITT) is a premier technical institution and fully funded by the Government of India. NITT is situated on Tiruchirappalli -Thanjavur National Highway at a distance of 21 km from Tiruchirappalli railway junction. In order to achieve more productive work force, NITT desires to utilize the services of reputed private/Govt. agencies in certain area of its functioning. In this regard, the NITT has decided to entrust the work of management of Guest Houses to reputed and well experienced agencies on contract basis, for a period of two years. For the selected service provider, initial 3 months trial period will be given and on successful completion of which confirmation of contract for balance period will be issued. The agencies that compile with the commercial terms and conditions of this document shall be eligible to apply. The agencies representative(s) may visit the office of The Dean (ID) for inspection of site and appraisal of work involved between 10.00 A.M to 5.00P.M on 23.01.2013 (with prior information to the concern Associate Dean (PhoneNo.9486001178). Completed quotations with relevant documents may be submitted to The Director, NITT and the committee reserves the right to shortlist/reject any or all quotations without assigning any reasons.

Details of Guest Houses

The Institute has two guest houses namely Old Guest House (OGH) and New Guest House (NGH), which are situated inside the NITT campus and both guest houses are adjacent to each other. The old guest house has 18 AC rooms (with two single cots in each room) and the new guest house has 41 AC rooms (8 rooms with double cot, one VIP room with double cot, 30 rooms with 2 single cots each and 2 rooms with 4 single cots), all the rooms are furnished with study table, portable television and chairs with cushion, with attached toilet/bathroom. In addition, there is a dining hall and two common rooms in OGH. NGH has a dining hall conference hall and two recreation rooms. In front of the guest houses, there is a space for lawn and parking of vehicles.

Available facilities:

1. Fully furnished rooms with linens, bedspreads, curtains, furniture, TV etc.
2. Dining hall with basic cutlery and furniture
3. Fully equipped kitchen
4. Water for drinking and cooking
5. Electricity for rooms, kitchen and utility area
COMMERCIAL TERMS & CONDITIONS

(Acceptance to be certified by the bidder vide submission of a copy signed on all pages by the bidder in Part-I of the Two-Part Bid)

1. Name of work: Guest house management at NIT Tiruchirappalli.

2. Earnest Money: 6,000/- (Rupees Six thousand only) to be deposited as interest free Earnest Money along with the tender document only in the form of demand draft on any Nationalized Bank having its branch at Tiruchirappalli, drawn in favour of NIT, Tiruchirappalli, payable at Tiruchirappalli. Earnest Money deposited in any other form will not be accepted and the tender will be rejected. If the lowest successful bidder doesn’t accept the award of contract the Earnest Money will be forfeited automatically.

3. Security Deposit of Rs 3,00,000/- (Rupees Three Lakh only) to be deposited within five (05) days from the date of receipt of award of contract. Security deposit is refundable without interest on termination of agreement within ninety (90) days from the date of termination/expiry after deducting all dues against the agreement. The receipt relating to security deposit to be produced by the selected service provider well in advance before making the agreement.

4. Duration of agreement: Two (02) years initially and may be extended for another one(1) year, on sole discretion of The Director, based on satisfactory performance, at a rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount.

5. Validity of tender: Ninety (90) days from the date of opening of the tender, EMD will stand forfeited if the tenderer backs out within the validity period of Ninety (90) days.

6. Eligibility: Minimum five (05) years of relevant experience for operation and maintenance of reputed Hostel/Guest House/Rest Rooms (preferably, in the Government/Educational institution, Public Sectors/ Railways/ Tourist Departments) with not less than 20 rooms each for which documentary proof should be enclosed. The Firm shall be registered/ incorporated in India and having annual turnover not less than Rs.50/- lakhs (Documentary proof such as copy of IT return to be specified).

7. Termination: Director NIT, Trichy solely reserves the right to terminate the agreement at any time without showing any reason with minimum one month notice period.

8. Director reserves the right not to accept the lowest or any tender without showing any reason.

9. Trade license, labour license, food license and Income tax statement for last three years, Sales tax, and VAT clearance certificates are to be submitted along with the tender documents

10. Tender should be free from correction and erasures. Corrections or over writings, if any, must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

Signature of the service provider
11. The Institute shall handover the Guest House, kitchen, dining and all guest rooms with electrical and plumbing fittings along with all utensils, kitchen appliances, furniture, refrigerators, room air conditioners etc., to the service provider. If any loss incurs during the tenure of the agreement to the movable/immovable properties of the Institute guest house, the cost of the same to be borne by the service provider.

12. Service provider shall make arrangement to serve delicious, healthy & hygiene food every time on the payment basis according to menu attached and also as per department needs on request.

13. Service provider shall not make any alternation of the electrical, plumbing fittings and the building of the Institute guest house.

14. Service provider shall regularly upkeep the guest house rooms, toilets, kitchen, corridors, lobbies and other areas including supply of cleaning materials, cleaning of linen, etc., in each room and provide soap(small), chapel, two towels(one big and one small), mosquito repellent etc., as and when required, regular room service when under occupation by guests. Service providers shall make arrangements to provide Times of India national news paper every day to the guest house occupants (one per room)

15. Service provider shall maintain the neatness, cleanliness and hygienic condition of the guest house premises. The surrounding area and the garden must be regularly cleaned and maintained.

16. Service provider shall provide the security to the guest house and any other functions as may be felt necessary.

17. Service provider shall collect the application forms for accommodation of rooms to guest after the applicant seeks permission from the Faculty In-Charge of guest house for allotment of rooms. Register to be maintained to show the booking and availability status of rooms.

18. Service provider shall maintain guest house register for the details of the occupant with check in, check out date and time, collect room rents and deposit in the guest house account of NIT, Tiruchirappalli on day to day basis with endorsement of faculty In-Charge of guest house.

19. Service provider shall provide kitchen and dining room services for bed tea, breakfast, lunch, tea, snacks and dinner etc., as per the menu in the Annexure I at rates fixed by the Institute to the guests staying in the guest house or to the guests visiting NIT Tiruchirapalli as requested by the faculty In-Charge of guest house as and when required, at the rates agreed upon by both the service provider and Institute. At no point of time service provider shall charge beyond the approved rate from any guest for any item. For the special menu/ dishes the service providers may negotiate with the department /individual faculty requesting for the same, in conjunction with the faculty in charge of guest house. All the receipts and expenditure regarding the catering service for the guest house will be in the scope of the service provider.

Signature of the service provider
20. Institute will provide the LPG connection to the kitchen and service provider will bear the expenses for LPG refilling as and when needed. Service provider shall not use any electrical heater for the cooking purpose in the kitchen.

21. The service provider shall be solely responsible for any claim whatsoever by any of its employees relating to workmen’s compensation, PF, ESI, Gratuity or any other statutory or contractual payment or any violation of provisions of any law or agreement during the periods of agreement or at any other subsequent date. Proof of PF payments in individual employee accounts to be submitted along with each monthly bill.

22. Service provider shall keep the guest house, kitchen and dining hall services functional round the clock or all seven days of the week, maintaining the minimum staff strength as stated below. Bio data with a photograph of all the employees must be handed over to the faculty in charge (To be submitted along with first monthly bill).
   i. One Guest house in charge (Three-year Degree/Diploma in Hotel Management with minimum 5 years’ experience in reputed hotels/guest houses).
   ii. Four man power for kitchen (Two senior cooks with at least 5 years experience, junior cook and one person for washing kitchen utensils).
   iii. Two number of waiters (one for first shift and the other for second shift).
   iv. Six number of ward boys (two ward boy per shift).
   v. Three cleaner (one in each shift).
   vi. One gardener.
   vii. Three security (One security per shift).

Service providers must follow the following shift time,
First shift : 6.00 AM to 2.00PM
Second shift : 2.00 PM to 10.00PM
Third shift : 10.00PM to 6.00AM
General shift : 9.00AM to 5.00PM

(Bidder to certify payment of minimum wages as per Tamil Nadu(TN) Minimum Wages Act and TN Catering Establishments Act in Part-I)

23. Service provider will provide the dresses to the employees recruited by him including head dresses, shoes, apron and gloves and the staff must be in uniform during working hours. Name badges also to be worn by staff for identification.

24. Any representative of the Director/Dean (ID) / Faculty in charge of the Guest house shall have the power to inspect the guest house and its services at any point of time.

25. The submission of the tender by a service provider implies that he/she has read the entire tender document and has made him/her aware of the site conditions, scope and specification of work to be performed and of the local conditions and other factors, which have a bearing on the execution of work. The Institute, therefore, after the acceptance of bids shall not pay any extra charges for any reasons, whatsoever in case the service provider is found on to have misjudged the tender specifications, requirements and site conditions.

Signature of the service provider
26. The service provider shall not, otherwise, in accordance with the statutes, ordinances and Government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, intoxicants, narcotics or permit or suffer any such importation, sale, gift, barter or disposal by his/her sub-contractors, agents or employees.

27. The service provider shall not assign, sublet or part with the possession of the guest house premises and properties of the institute under any circumstances.

28. Agreement for offer of engagement to be made between the Institute and the selected service provider on Rs. 50.00 (Rupees fifty only) Non-judicial stamp paper. Performa of agreement is attached.

29. The agreement will automatically terminate on expiry of the period of agreement and the service provider will hand over the guest house with all the materials to the Institute authority immediately in the similar condition in which they have accepted the same.

30. All disputes to be settled within the jurisdiction of Tiruchirappalli court and Madurai bench of Madras High Court.

Signature of the service provider
SUBMISSION OF PROPOSAL

SEALED COVER 1:

The following documents and information shall be submitted together with the commercial terms and conditions signed by the service provider in all the pages of the document, cost of the tender document and EMD amount as separate Demand drafts in the part 1 of the bid in a sealed cover.

i. Name of the Firm and complete address including branches, if any.


iii. Major clients and projects of similar nature executed in the last five (5) years (ANNEXURE II) and performance report of contract executed (ANNEXURE III) (minimum three to be submitted, and one should be from Government organization.)

iv. PAN/ Income Tax details, Service tax registration no., Financial status including Income statement, Balance sheet, Annual turnover for the last three (3) years.

v. Copy of ESI, EPF, Service Tax, VAT Registration Certificate, details of Trade License or any other relevant document for the said job.

vi. List of permanent employees with qualification and experiences written by the Firm as resource persons.

(At the top left corner of the cover mention the tender notification number, Commercial bid and date of opening)

SEALED COVER 2:

i. Charges of providing house keeping services listed in points 14-18 in the commercial terms and conditions to the guest house to be quoted on monthly basis in the format given in Annexure IV

ii. The rate should explicitly indicate the amount excluding of all applicable taxes and charges.

iii. All the taxes and other charges must be quoted separately.

(At the top left corner of the cover mention the tender notification number, price bid and date of opening)

Both the covers, cover 1 and cover 2 shall be placed in a common cover which shall also be sealed and addressed to ‘The Director, National Institute of Technology, Tiruchirappalli 15. Tamil Nadu.

(At the top left corner of the cover mention the tender notification number and kind attention Dean (ID))
## ANNEXURE I-Sample menu

<table>
<thead>
<tr>
<th>Days</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Idli,(4) Vadai (2), Coconut Chutney, sambar. Compulsory items: Tea / Coffee / Milk(150ml) with Bread, butter and jam.</td>
<td>Chappathi, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles</td>
<td>Chappathi/Poori/Dosa, Dhal, Vegetable curry, Tomato Rice, one vegetable fry, Pappad, Pickles, Curd rice</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Vadai (2), Semiya Kitchadi, Coconut Chutney, Sambar, With Compulsory items</td>
<td>Roti, Channa Masala, One Vegetable Curry, one vegetable fry, Rice, Morekulambu, Rasam, Curd, Pappad, Pickles</td>
<td>Chappathi/Poori/Dosa, Dhal, Vegetable curry, Special Rice, one vegetable fry, Pappad, Pickles, Curd rice</td>
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<tr>
<td>Wednesday</td>
<td>Pongal, Vadai(2), Coconut Chutney, Sambar, With Compulsory items</td>
<td>Chappathi, Veg kurma, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles</td>
<td>Chappathi/Poori/Dosa, Dhal, Vegetable curry, Special Rice, one vegetable fry, Pappad, Pickles, Curd rice</td>
</tr>
<tr>
<td>Thursday</td>
<td>Dosai (3), vadai(2), Chutney and Sambar, With Compulsory items</td>
<td>Roti, Dhal, One Vegetable Kuttu, one vegetable porriyal, Rice, Karakulambu , Rasam, Curd, Pappad, Pickles</td>
<td>Chappathi/Poori/Dosa, Dhal, Vegetable curry, Sambar Rice, one vegetable fry, Pappad, Pickles, Curd rice</td>
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<tr>
<td>Friday</td>
<td>Oothapami(3),Vadai (2), CoconutChutney, and Sambar. With Compulsory items</td>
<td>Chappathi, Green Peas masala, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd,Pappad, Pickles</td>
<td>Chappathi/Poori/Dosa, Dhal, Vegetable curry, Special Rice, one vegetable fry, Pappad, Pickles, Curd rice</td>
</tr>
<tr>
<td>Saturday</td>
<td>Idli(4), Vadai(2), Coconut Chutney, and Sambar. With Compulsory items</td>
<td>Roti/Chappathi, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles</td>
<td>Chappathi/Poori/Dosa, Dhal, Vegetable curry, Tomato Rice, one vegetable fry, Pappad, Pickles, Curd rice</td>
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<tr>
<td>Sunday</td>
<td>Poori, Potato Masala curry. With Compulsory items</td>
<td>Roti/Chappathi,Veg Pulav / Biriyan, Chips, veg gravy, Raitha, Lime Juice, veg salad. Curd rice, pickle</td>
<td>Chappathi/Poori/Dosa, Dhal, Vegetable curry, Sambar Rice, one vegetable fry, Pappad, Pickles, Curd rice</td>
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**Different vegetables should be provided for Lunch and Dinner each day in a week and the items not specified should be unlimited.**

Compulsory Extras at agreed price, Omelet [Full/Half Fried], Boiled Egg, Corn Flakes, Bournvita, Boost, Horlicks for Breakfast, Omlette for lunch and Bournvita, Boost, Horlicks for dinner to be made available every day.

*The current rates are as follows:* Breakfast:Rs.40/-, Lunch/Dinner:Rs.50/-, Tea/Coffee:Rs.10/-, Milk:Rs.8/-
ANNEXURE II

DETAILS OF ALL CONTRACT COMPLETED DURING THE LAST THREE YEARS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Contract &amp; Location</th>
<th>Name of Client</th>
<th>Annual Cost of Contract</th>
<th>Date of Commencement as per contract</th>
<th>Period of contract</th>
<th>Litigation Arbitration pending/in progress with details</th>
<th>Name, Address &amp; Tele No. of officer to whom reference may be made</th>
<th>Remarks</th>
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CONTRACTS UNDER EXECUTION OR AWARDED

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<th>Sl. No.</th>
<th>Name of Contract &amp; Location</th>
<th>Name of Client</th>
<th>Annual Cost of Contract</th>
<th>Date of Commencement as per contract</th>
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Date: __________

Signature with seal
(Senior level officer of the service provider
With complete contact details)
Annexure III

Performance Report of contract

(Furnish this information for each individual contract in the following format from the employer in their letter head, for whom the contract was executed - minimum three be submitted, and one should be from Government organization)

1. Name of the contract and location : 
2. Agreement Number : 
3. Annual value of the contract : 
4. Date of start and completion : 
5. Performance report
   i. Quality of house keeping : Excellent/Very good/Good/Fair
   ii. Quality of catering : Excellent/Very good/Good/Fair
   iii. Resourcefulness : Excellent/Very good/Good/Fair
6. Any penalty imposed for bad performance : 
7. Any litigation pending : 

Date : Signature with seal
(Senior level officer of the client
With complete contact details)
Annexure IV

PRICE DETAILS
(To be used by the service provider for the submission of price bid)

1. Name of the work: Guest House Management at NITT

2. Specifications confirming with the points 14-18 in the commercial terms and conditions:

3. Charges of providing housekeeping services listed in points 14-18 in the commercial terms and conditions, including the salary part for the staff per month (EXCLUSIVE OF TAXES):

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate in Rs (exclusive of taxes)</th>
<th>ED in %</th>
<th>VAT in %</th>
<th>Service Tax in %</th>
<th>Total value in Rs (inclusive of all taxes)</th>
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4. Whether accepting the menu and cost of food as given in ANNEXURE-I:

5. Other relevant information:

6. Name and address of the firm for placing the work order:

7. Signature of the service provider:

8. Name and designation:

9. Business address (email, mobile etc):

Place:

Date: Seal of the service provider
Agreement for the service provided to the Guest House of National Institute of Technology, Tiruchirappalli.

WHEREAS …………………………………………… Proprietor of ………………………………………. have submitted the tender to the National Institute of Technology, Tiruchirappalli, hereinafter referred as the Institute, providing the services to the Guest House of National Institute of Technology Tiruchirappalli, for a period of two (02) year commencing from ……………..2013.

WHEREAS the National Institute of Technology, Tiruchirappalli has agreed to grant the agreement to foresaid as per the contract No. ………….………………………………… dated…………….. And WHEREAS the service provider and the Institute have agreed to execute this agreement.

We agree that:-

i. We will be providing services to the Institute guest house for a period of two (02) years with effect from ……………., on terms and conditions stated herein.

ii. The service provider will make cumulative security deposit of Rs. 3,00,000/- (Rupees three lakhs only) to the Institute which is refundable on termination of the agreement free of interest after recovery of all dues payable by the service provider to the Institute. This security deposit has been deposited to the Institute vide receipt no…………… dated……………

iii. The service provider will quote the charges of providing service to the Guest House of Rs. …………… (Rupees……………………………………………….) only per month if bill and relevant documents are in order, which will be paid by the Institute before 21st day of the following month.

iv. The service provider shall enclose Trade License, labour license, Food license, IT, VAT, Sales tax and service tax registration certificates before signing the agreement.

v. The service rendered to the Guest House by the service provider shall remain functional round the clock on all seven days of the week

vi. The service provider will provide the kitchen and dining room services for breakfast, lunch, tea, snacks and dinner etc., along with room services for bed tea, at the rates stipulated in the Tender Document. The rates of theforesaid items are applicable during the entire contract period commencing from …………….... If the contract period is extended beyond initial twenty four months for any reason whatsoever, the service provider will provide the service both catering and housekeeping at rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount.
vii. The service provider shall regularly upkeep the guest rooms, dining hall, corridor, lobbies, toilets and kitchen including supply of the cleaning materials. The service provider shall clean the linen, bed sheets, towels etc., regularly in the guest room, provide soap (small), chapel, two towels(one big and one small), mosquito repellents etc., as and when required, and also provide regular room service when under occupation by the guests. Service providers to provide Times of India national newspaper every day to the guest house occupants (one per room). Feedback forms and feedback register must be maintained by the service provider.

viii. The service provider will ensure that no stale food snack etc., are served in the Guest house. If identified, a spot fine of Rs.500.00 (Rupees five hundred only) will be charged on the service provider on every occasion.

ix. The service provider will not make any sale on credit and the Institute will not be responsible for collection of any dues on behalf of the service provider.

x. The behavior of the service provider and its service man will be polite and exemplary towards the guests and members of the Institute. The service provider and its men will not indulge in any kind of immoral activity directly or indirectly, and defaulters will attract penalty as recommended by the enquiry committee constituted by Dean(ID) in every such occasion, which may lead to the termination of the contract.

xi. The service provider neither sells nor serves, not he/she permits anyone else to sell or serve liquor, intoxication preparations, narcotics, etc., in the guest house. For every breach of this clause a fine up to Rs.10, 000/- (Rupees ten thousand only) may be imposed by the Institute on the service provider and the service provider will deposit it within 24 hours to the Institute. Repetition of this for more than two times lead to termination of the contract.

xii. The service provider shall make arrangement to serve vegetarian meals as per the menu given and Non-Vegetarian dishes or any special menu on request by the faculty in charge of the guest house.

xiii. The service provider will not put hindrance to the faculty- In-Charge of the Guest House/ Director/Dean (ID) in any point of time and the service provider shall undertake to implement their direction within the ambit of the Tender Document and this agreement.

xiv. The application forms, for request of rooms to the guests will be forwarded through the faculty In-charge of Guest House to the service provider, for allotment of rooms. Room allotment should be based on first come first serve basis, reserving few rooms for the Director guests.

xv. The service provider shall maintain the Guest House register, collect room rent as fixed by the institute and cash will be deposited only by the Service provider in the guest house account of NIT Tiruchirappalli on day to day basis through faculty in charge of guest house.
xvi. Service provider undertakes to maintain the good, clean and hygienic condition of the Guest House building and its premises and disposes of all the refuses at marked location only at his own cost. The service provider will be responsible for safety, security of all movable and immovable properties of Guest House which are duly handed over to him.

xvii. The Institute shall have the power to extend the agreement period for twelve months based on satisfactory services rendered by the service provider and on such occasion, the Institute will agree to increase the service charge, for both catering and housekeeping at rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount. The extension, however, cannot be a right of the service provider and should be under the sole discretion of the Institute.

xviii. The Institute provides the service provider the dining hall and kitchen at the Institute Guest House building with initial electrical and plumbing fittings along with furniture. Kitchen appliances, refrigerators, tea makers, room air conditioners, crockery, micro ovens, TVs, and electronic goods etc., as given during agreement in a provisional list of (which will be physically verified and handed over to the service provider during commencement of the service). It is being agreed that all repairs and replacements of the above to make any loss or damage are to be made by the service provider at his own cost, and the service provider will as and when agreement is vacated or terminated, handed over to the Institute with electrical, plumbing fittings, furniture, kitchen appliances, crockery, micro ovens, TVs and electronic goods etc., in the same condition in which they were issued to the service provider except normal wear and tear.

xix. The service provider will be subjected to the same discipline as is applicable to the residents of the Institute Campus.

xx. The service provider will abide by any other terms and conditions which the Institute and/ or the faculty- In-Charge of Guest house on its behalf may impose from time to time.

xxi. In the event of violation of the conditions of this agreement, the service provider will vacate the Guest House premises forthwith and the service provider will not have any claim in respect of the unexpired period of the agreement and security deposit.

xxii. If the service provider keeps the Guest House closed more than two (02) days continuously without providing Guest House services to the Institute, Institute shall have the right to take possession of the Guest House building and to assign the task of the Guest House service to another agency. So that the same guest house service can restart.

xxiii. The service provider shall keep the guest house kitchen and dining hall services functional round the clock on all seven days of the week, maintaining the staff strength mentioned in commercial terms and condition point no 22.
In the event of death of service provider the agreement will stand automatically terminated with immediate effect and the Institute will take possession of the guest house building forthwith.

On expiry of the period of the agreement, the service provider will vacate the guest house building and hand it over to the Institute with all its assets (clause xviii), electrical and plumbing fittings and furniture to the Institute within 24 hours of expiry of the agreement period.

In the matter of any interpretation and/or dispute in respect of this agreement the decision of the Director will be final and will be binding on the service provider.

The service provider shall not, otherwise, in accordance with the statutes, ordinances and Government Regulations or Orders for the time being in force, impact, sell, give, barter or otherwise dispose of any alcoholic liquor or permit or suffer any such importation, sale gift, barter or disposal by his sub-contractors, agents or employees.

The service provider shall not assign, sublet or part with the possession of the guest house premises and properties of the institute under any circumstances.

In regard to extension of time of the agreement the Institute will have sole discretionary power.

Under normal situations ninety (90) days notice period is to be served by the service provider for the termination of contract. However, the Institute reserves the right to terminate the agreement with thirty (30) days notice period without assigning any reason to the service provider as when it deems fit.

The Tender Document is a part of this agreement.

All the disputes will be settled within the Jurisdiction of Honorable Tiruchirapalli court and Madurai Bench of Madras High Court.

IN WITNESS WHEREOF BOTH THE PARTIES set their respective hands in presence of the witness on the date, month and year as given above.

Place: National Institute of Technology Tiruchirapalli, India

Dean (Institute Development)                                          Signature of Service Provider
NIT, Trichy

Witness:                                                                 Witness:
  1.                                                                           1.
  2.                                                                           2.
  3.                                                                           3.