

Tender - Housekeeping Services - NITT Hostels

The National Institute of Technology, Tiruchirappalli (herein after referred to as NITT) is an Educational Institution of National Importance, functioning under the control of Ministry of Human Resource Development, Government of India. At present, over 5200 students are pursuing their Engineering education in NITT and they are accommodated in 27 hostels situated within NITT campus. The Management and Administration of the NITT Hostels is vested with **Hostel Administration Committee (herein after referred to as HAC)** headed by the Chief Warden. The Chief Warden, **HAC/ NITT Hostels** invites sealed tenders under two bid system from interested Firm/Agency fulfilling the criteria given in the tender document who may submit their offer for Housekeeping services required for various NITT Hostels.

Pre Bid Conference Date	13.11.2015 at 11.30 AM
Last date for receipt of bids	23.11.2015 at 3:00 PM
Date of opening of bids	23.11.2015 at 3.30 PM

The Tender document, terms & conditions and specifications may be downloaded from institute website
<http://www.nitt.edu/home/other/tenders/>

Deputy Registrar
NITT Hostels

BRIEF INFORMATION ON BID DOCUMENT

Tender No	NITT/HAC/HK/2015/004
Scope	Rendering housekeeping services in NITT Hostel zone.
Duration of Contract	2 (Two) years from the date of agreement, which is extendable subject to satisfactory services
Contract under trial	Three months from the date of agreement which will be extended on satisfactory performance – Otherwise will be terminated with due notice forfeiting EMD / SD
Last Date and Time of Submission	Up to 3.00 pm of 23/11/2015.
Date of Opening Technical Bid	At 3.30 pm of 23/11/2015.
Date of Opening of financial bids for technically qualified bidder	To be notified later.
Date and place of Pre Bid Conference	13/11/2015 at Hostel office.
Cost of the Tender Document	Rs. 1050/- (Rupees One thousand and fifty only) in the form of crossed Demand Draft in favor of " The Chief Warden, NIT Hostels Trichy " payable at Tiruchirappalli.
EMD	Rs.2,25,000 /= (Rupees Two lakh and twenty five thousand only) in the form of crossed Demand Draft in favor of " The Chief Warden, NIT Hostels Trichy " payable at Tiruchirappalli.
Validity of Bid	90 days
Total Number of pages of Tender Document	57 pages
Address and Venue of dropping / Submission of bids	The Chief Warden, Hostel Office National Institute of Technology Trichy – 620 015.
For sending queries	hac@nitt.edu

SECTION – 1
(Notice Inviting Tender)

NOTICE INVITING TENDER

Earnest Money Deposit: Rs.2, 25, 000(Rupees Two lakh and twenty five thousand only)

Tender Document Cost: Rs.1, 050 (Rupees One thousand and fifty only)

Chief Warden, National Institute of Technology Hostel, Trichy invites sealed bids under two bid system from registered and authorized firms/agencies for Mechanized Housekeeping at National Institute of Technology Hostels, Trichy as per the scope mentioned in page 57.

Bidding documents duly filled in as per the instruction of the Tender Document (Technical and Financial Bids) should be placed in two separate sealed envelopes. **The cost of Tender Document and EMD should be placed inside the envelope for Technical Bid.** Tender documents received without cost of document or EMD will be summarily rejected. The two envelopes should be placed in another larger envelope. All the three envelopes should be superscripted with the name of the tender, name of the bidder and addressed to the **Chief Warden, National Institute of Technology Hostel, Trichy.- 620 015.** The sealed bidding documents should be delivered in the Hostel Office of **NITT** by the stipulated date and time.

The Technical bids shall be opened in the **Hostel Office** of National Institute of Technology Hostels, Trichy **on 23.11.2015 at 3.00 pm** by the Committee authorized by the Chief Warden, National Institute of Technology Hostels, Trichy in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are qualified with respect to the eligibility criteria, shall be opened by the Committee authorized for the purpose.

The date, time and venue for opening of the financial bids shall be intimated to the technically qualified bidders at a later date.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Chief Warden, National Institute of Technology Hostel, Trichy shall be final and binding.

Deputy Registrar
NITT Hostels
hac@nitt.edu

TENDER NOTICE

Name of Services : Rendering House Keeping Services at NITT Hostels, NIT Trichy

Date of advertisement of Tender : 02/11/2015

Last Date / Time for Receipt of Tenders : 23/11/2015 up to 3.00p.m. and bid will opened on same day at 3.30 PM.

Pre-Qualification Criteria:

1. The company should be registered under Company's Act.
2. The company should have valid ESIC & PF registration.
3. The company should have valid PAN Card.

SECTION - 2

TECHNICAL PROPOSAL SUBMISSION FORM

LETTER OF BID

Date:

To

Chief Warden,

National Institute of Technology, Trichy.

Ref: Invitation for Bid No.**TENDER No.NITT/HAC/ HK/2015/004** dated 02/11/2015

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing Mechanized Housekeeping at National Institute of Technology Hostels, Trichy in areas of deployment and scope of work as mentioned in Page 16 to 18.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government Body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practice.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours Sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION – 3

INSTRUCTIONS TO THE BIDDERS

1. INSTRUCTIONS TO THE BIDDERS

- 1.1 For the Bidding / Tender Document Proposed, Chief Warden, National Institute of Technology Hostel, Trichy shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and /or 'Bidder' or interchangeably.
- 1.2 **Pre Bid Conference** has been arranged for all the bidders who wish to participate at NIT Trichy Hostel Office on 13/11/2015 at 11:30 am. The bidders can also mail their queries to Chief Warden by sending email to hac@nitt.edu.
- 1.3 The Blank tender documents may be downloaded from this office website <http://http://www.nitt.edu/home/other/tenders/>. Those bidders who wish to download the Blank tender documents from the website should furnish the Tender Cost of **Rs.1050/-** through Demand Draft along with the Technical Bid Documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained,
- 1.5 **Each page of the Tender Documents must be stamped and signed** by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO ADDITION/ALTERATION SHOULD BE MADE FROM THIS BIDDING DOCUMENT.**
- 1.6 The person signing the tender document on behalf of the bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All bidders are hereby explicitly informed that conditional offer or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD or requisite amount/format, or any other requirements, stipulated in the tender documents shall be summarily rejected.
- 1.8 The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies act, 1956. Bidding in the form of Proprietorship / Partnership / JV /Consortium Company is not permitted.
- 1.9 The parties to the Bid shall be the 'Bidder' (to whom the work has been awarded) and the Chief Warden, National Institute of Technology Hostels, Trichy.
- 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgment due to the Chief Warden, National Institute of Technology Hostels, Trichy The bidder shall solely be responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.11 The requirements of service may increase or decrease at the sole discretion of the competent authority or the Client.

Read and accepted

(Signature of the Bidder)

2 MINIMUM ELIGIBILITY CRITERIA

The following shall be minimum eligibility criteria for selection of bidders technically.

- a. Legal Valid Entity:** The Bidder shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV / Consortium, Proprietorship, Partnership is not permitted.
- b. Registration:** The Bidder should also be registered with the Income Tax Department and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- c. Clearance:**
- d. Experience:** The Bidder should also have clearance from Sales /Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

The Bidder should have experience in the similar services of providing Mechanized Housekeeping Services at Schools / Education Institution / Office Buildings / Hospitals in the Government Departments / Public Sector (Central or State) / Municipal Corporations in the last five consecutive years.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a) attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies shall be submitted.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b) attested copy of PAN, Labour Registration, EPFO Registration, and ESI Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c) attested copy of Clearance Certificate (Last three years returns) from Sales / Service Tax Department, Income Tax Department shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d) attested copies of experience certificates for completed or ongoing works/service issued by the Government Departments/PSUs shall be acceptable. The bidder has to submit the relevant work experience certificates as mentioned in the Eligibility Criteria.
- (v) Attested copy of the audited balance sheets for the completed three financial years i.e. for 2012-13, 2013-14 and 2014-15.
- (vi) Attested copy EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous quarter shall be acceptable.

Read and accepted

(Signature of the Bidder)

3. EARNEST MONEY DEPOSIT:

- 3.1 The bids should be accompanied by an Earnest Money Deposit of **Rs. 2, 25,000/- (Rupees Two lakh and twenty five thousand only)** in the form of Demand Draft of any nationalized /scheduled bank. The validity of the Demand Draft must be up to 6 (six) months starting from the date of submission of the bids. The Demand Draft shall be in favour "The Chief Warden, National Institute of Technology Hostel, Trichy".
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the NIT, Trichy Hostels in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Corporation at the sole discretion of the Chief Warden, National Institute of Technology Hostels, Trichy.
- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 No claim shall lie against National Institute of Technology Hostels, Trichy in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The bid security may be forfeited:**

If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or

In case of successful bidder, if the bidder

- (a) Fails to sign the contract in accordance with the terms of the tender document
- (b) Fails to furnish required performance security in accordance with the terms of Tender document within the time frame specified by the client.
- (c) Fails or refuse to honor his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

Read and accepted

(Signature of the Bidder)

5 PREPARATION OF BIDS

5.1 Language: Bids and all accompanying documents shall be in English.

➤ **5.2 Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount. Documents comprising the Bid shall consist of the following:

- Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-1).
- Signed and Stamped on each page of the tender document. Contact Details Form, duly filled and signed (Section 6.1)
- Financial Capacity form – filled in signed and stamped (Section 6.2) Earnest Money Deposit of **Rs. 2, 25,000/-**
- All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section -2 (Para 2 and 2.1 above).
- The Technical Bid should then be kept in a separate sealed envelope, superscripted as "Technical Bid" for Tender No **NITT/HAC/HK/2015/004** with the Name and address of the Bidder.

5.3 Financial Bid: Bidder should prepare financial bid in the price schedule as provide in the Tender Document. Then the financial bid should be kept in a separate sealed envelope, superscripted as "Financial Bid" for **NITT/HAC/HK/2015/004** with the Name and Address of the Bidder.

6. SUBMISSION OF BIDS

6.1 The Bidder shall submit the bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly superscripting so and the two envelopes shall be kept in another single sealed envelope and duly superscripted as "Common Envelope" for Tender No. **NITT/HAC/HK/2015/004**, dated 02.11.2015.

6.2 The Bid shall be submitted not later than 3.00 pm on 23/11/2015 addressed to the Chief Warden, National Institute of Technology Hostels, Trichy.

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority or the Chief Warden, National Institute of Technology Hostels, Trichy reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids as stipulated above, shall not be considered and will be returned unopened to the bidder.

Read and accepted

(Signature of the Bidder)

7. BID OPENING PROCEDURE

- 7.1 The technical Bids shall be opened in the Committee / Meeting Room of the Chief Warden, National Institute of Technology Hostels, Trichy on 23/11/2015 at 3.30 PM by the Committee authorized by the Chief Warden, National Institute of Technology, Trichy in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical bids are qualified, shall be opened by the committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidders representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the present Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the technical bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender opening Committee. However, detailed evaluation shall be done only in respect of valid bid.
- 7.9 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Clients request for Clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Clients request for clarification, its bid may be rejected. Client also reserves right to seek confirmation /clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

Read and accepted

(Signature of the Bidder)

9. Technical Bid

NORMS FOR QUALIFICATION

	ELIGIBILITY:-		
	1. Separate Registration Code No. for EPF, ESI and PAN on contractor's name / firm. 2. Average annual turnover of housekeeping works in the last three financial years Should be at least Rs 17 lakh. 3. During last seven years should have successfully completed either I. Three similar works each not less than Rs. 45 lakh or II. Two similar works each not less than Rs. 67 lakh or III. One similar work not less than Rs. 90 lakh 4. Solvency for at least Rs45 lakh from Nationalized / scheduled Bank 5. Should not have incurred any loss in more than two years during the last five years ending 31.03.2015		
	THRUST AREA	SCORE	QUALIFICATION NORMS
I	FINANCIAL STATUS	30 (Max)	
	i) Nature of Company	5	
		5	Public Limited
		3	Private Limited/Partnership Firm
		2	Sole Proprietor
	ii) Average annual turnover for similar works in the last three years	15	
		15	More than Rs.34 Lakh
		9	Rs.17 Lakh (Pro-rata for in between cases)
	iii) Solvency	10	
		10	More than Rs. 90 Lakh
		6	Rs.45 Lakh. (Pro-rata for in between cases)
II	<u>Similar Experience (Housekeeping works)</u>	30 (Max)	
	i) Value of housekeeping works executed in the last three years	30	More than Rs.180 Lakh.
		18	Rs.90 Lakh (Pro-rata for in between cases)

III	Performance on previous works	20 (Max)	
	i) Number of housekeeping works successfully completed in the last three years	10	Successful completion of three major Works in time. (each costing at least Rs.45 lakh)
		8	Successful completion of two major works in time (each costing at least Rs.45 lakh)
		6	Successful completion of one major work in time (each costing at least Rs.45 lakh)
	ii) Highest value of single work completed	10	
		10	Rs. 90 Lakh & more
		6	Rs. 45 Lakh. (Pro-rata for in between cases)
IV	i) Qualified staff availability	10 (Max)	
		10	Executive / Area in charge with more than 5 years' experience supported by other personnel listed below
		8	If senior level qualified supervisors (more than 5 yrs. experience), Sanitary Inspectors & Field staff available
		6	If adequate Supervisors & Field Staff available
V	i) Equipment's owned / planned for deployment	10 (Max)	
		10	High pressure jet pump, Industrial type vacuum cleaner, Floor scrub & Auto scrub Machines, Grass cutting machine tricycle with dust bins, push carts with dust bins, cobweb remover, sufficient tools like crowbars, spades, shovels etc. sewer cleaning machine,
		8	Industrial type vacuum cleaner, Floor scrub Machines, Grass cutting machine, push carts with dust bins, cobweb remover, sufficient tools like crowbars, spades, shovels etc. sewer cleaning machine,
		6	Floor scrub Machines, Grass cutting machine, push carts with dust bins, cobweb remover, sufficient tools like crowbars, spades, shovels etc. sewer cleaning machine,

NOTE: Minimum score required for qualification is 70 out of 100.

- 9.1 A Bidder should secure mandatorily a minimum of 70% marks (i.e. 70 marks out of total 100 marks as per Para 9.2.2) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.
- 9.2 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Para 9. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.
- (i) The responsiveness of the bid, i.e. Receipts of duly filled, signed and accepted bid documents in complete form, including Authorization Letter.
 - (ii) Receipt of valid EMD with requisite amount in acceptable format.
 - (iii) Documents in proof of meeting the minimum eligibility criteria.
 - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.3 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/venue for the financial bid opening in written communication.

SECTION – 4

FINANCIAL BID

(TO BE SUBMITTED IN A SEALED ENVELOPE)

10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial bids of all the technically qualified bidders shall be opened on the appointed date and time in presence of the qualified bidders /their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 All the technically qualified bidders / their authorized representatives at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall not be considered.
- 10.4 Absence of bidders or their authorized representatives shall not impair legality of the process.
- 10.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decide only after following due procedure as explained I Para 11.

BIDDER

If there is a discrepancy between words and figures, the amount in words shall prevail.

Read and accepted

(Signature of the Bidder)

Periodicity and Nature of Services

A. Housekeeping services

1.	WC Cleaning	Once a day
2.	Bathroom Cleaning	Once a day
3.	Wash Basin Cleaning	Once a day
4.	Floor Cleaning	Once a day
5.	Dustbin Cleaning	Once a day
6.	Mirror Cleaning	Once a day
7.(a)	Mopping	Once a day
(b)	Mopping the verandah	Once in a week
8.	Door Cleaning	Once a day
9.	Drainage Chock up Cleaning	Immediately on receipt of complaint
10.	Placing of naphthalene balls in toilet	weekly
11.	Cobweb Removal	Weekly Once
12.	Door, WC, Urinals, Washbasins deep Cleaning	Weekly Once
13.	Floor Scrubbing	Once in a Week

HOSTEL ADMINISTRATION, NIT HOSTELS
NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI - 620 015
Ref: NITT/HAC/HK /2015/004 **Date:02.11.2015**

		Frequency	No of personals required
14.	Collection of garbage & segregation of bio degradable and non-biodegradable waste from each dustbins provided in the corridor of hostels & Messes transporting using tricycle and disposal.	Daily	
15.	Burial of carcasses	Immediately as and when required	The bill should be prepared by the contractor and submitted to the Estate office by the contractor as per the detailed procedure given in the tender documents
16.	Spraying chemicals for Mosquito and post constructional anti-termite treatment	As and when required. Material will be provided by hostel office machinery equipment and manpower has to be arranged by the contractor	
17.	Up keeping of all roads- removal of plastic and non-plastic garbage from all the roads, Near to common utility centers, tea shops, restaurant area and playing grounds in the hostel zone. Segregation at the source and disposal.	Daily	
18.	De weeding of surroundings		
19.	Attending sewer line blockages		
20.	De silting of drains		
21	removal of cow dung from the play grounds and hostel surroundings and Vermi compost filling earth layers & cow dung in pit		

Additional Points

1. If plants, shrubs etc. grow on the walls, roof etc. they should be uprooted accordingly as directed by the Steward.
2. The sewer lines, R.W.P., urinal outlets etc. need to be cleaned in the event of any choking immediately.
3. Spraying of insecticides for outside and inside use, as per manufacturer's specification, once every fortnight. Competent trained person should be deployed for this purpose.
4. Spraying of mosquito repellent chemicals by use of fogging machine using King Fog as per manufacturer's specification, once every week either in the early morning or after sunset. During the months of April to November the frequency of spraying should be twice a week. Competent trained person should be deployed for this purpose.
5. Lady Conservancy Supervisor as well as scavengers/sweepers/conservancy labours will only be allowed in all the Ladies' Hostels and other places where lady students might be accommodated.
6. The vats in the campus should be kept clean on regular basis and the rubbish thus collected should be dumped in the garbage bins.
7. The agency should make necessary arrangement at his cost and responsibility to remove the dead animals, if any, immediately from the campus.

TOTAL AMOUNT PAYABLE PER MONTH WILL BE DIVIDED INTO TWO HALVES

Manpower deployment – 50%		Performance 50%	
Payment will be made for actual man power deployed only		Total Score – 80 (on a 5 Point Grading)	
		Weekly	Feed Back Form
		Total points	
First Week			
Second Week			
Third Week			
Fourth Week			
Rating	Score	% of Deduction	
Good to excellent	64-80	NIL	
Average	48-63	10%	
Poor	32-47	20%	
Below 32%		50%	

Guidelines for Rate Calculation

S.No	Description (As per Central Govt. Minimum Wages Act)	House keeper (unskilled) (Rs.)	Housekeeping Supervisor (Semi Skilled) (Rs.)
	Monthly Wages	(Rs.)	(Rs.)
1.	Basic Wage for B grade City (Trichy)	Rs. 3,900.00	Rs. 4,420.00
2.	Variable Dearness Allowance	Rs. 3,744.00	Rs. 4,238.00
	Wage alone permonth	Rs. 7,644.00	Rs. 8,658.00
3.	Bonus @8.33% (for Rs. 3,500/-)	Rs. 291.55	Rs. 291.55
4.	EPF @13.36%	Rs. 1,021.24	Rs. 1156.71
5.	ESI @4.75%	Rs. 363.09	Rs. 411.26
	Wages per month	Rs. 9,319.88	Rs. 10,517.52
	Wages for 1 year	Rs.111,838.56	Rs.126210.24
	Total for 46* Labours and 2 Supervisors	Rs.5144572.84	Rs.252420.24
	Labour component for 2 years	Rs.10289145.68	Rs.504840.48
Total Amount - Rs.1,07,93,986.16/-			

*Daily 40 Unskilled workers + 6 Weekly leave operation total = 46

****Note:**

The above calculation is based on Min. wages and statutory remittances as on 01.10.2015 and will match the item rate indicated under item 01 of Bill of Quantities.

- (i) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (ii) Prices shall be valid for a period of two years. However, on revision of minimum wages, Contractor may request in writing of enhancement of minimum wages along with the statutory obligations.
- (iii) The services are to be provided for the entire month.
- (iv) The quoted consolidated monthly amount prices shall be inclusive of all charges including contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Margin of company etc.
- (v) The Contractor shall mandatorily ensure that the cost per head/per day Sl.No:1 at is paid as to their employees who are deployed in Client's premises for different services.

NATIONAL INSTITUTE OF TECHNOLOGY HOSTELS, TIRUCHIRAPPALLI -15

BILL OF QUANTITIES

Name of Work: Rendering Housekeeping services to the Hostel Zone in NIT, Trichy

Item No.	Qty.	Description	Rate Rs.	Unit	Amount (Rs)
1	24 months	<p>Implementation of housekeeping activities in the entire area of hostels by way of keeping the premises and surroundings clean and free from garbage, loose materials, cow dung, carcasses, plastics including de-weeding, de silting etc. all as specified below and as per the instructions of Hostel in charge. The composite single rate per month under item 1 shall include all labour as per Central Govt. Minimum wages, statutory payment like ESI, PF, Bonus, taxes, duties, establishment and all other incidental charges etc., complete.</p> <p>a) Cleaning and washing the water closet, wash basin & urinal once in a day including scrubbing the floor area of the toilet & bathroom in all the buildings within the layout once a day in all days including Sundays using cleaning powder, soap oil, pine oil etc. as the case may be and as per the proportion indicated elsewhere supply by the Hostel Office and putting minimum three naphthalene balls in each urinal & wash basin once in a week. Acid / bleaching powder shall be used to remove stains supply by the Hostel Office whenever required.</p> <p>b) Attending to blockage complaints on all days including holidays in the waste water/sewage disposal system inside & outside Hostels buildings falling within the identified layout immediately on notice by the housekeeping group or on receipt of complaint from the Hostels. Exclusive personnel shall be available to attend to these complaints and clear the block without delay.</p> <p>c) Removal of carcasses and burial as per the direction of the Hostel office.</p>	449749.42	24 MONTH	Rs.1,07,93,986.16

Item No.	Qty.	Description	Rate Rs.	Unit	Amount (Rs)
2	480	Transporting the garbage, horticulture waste etc., collected from the surrounding / open space / common areas / dustbins within the identified layout by tractor having a capacity of minimum 120 cft covering with suitable net to avoid spilling during transport and unloading at the earmarked place on the eastern side of NITT campus with an average lead of 1-2 Kms. Rate also includes clearing the dust bin & nearby spill out, segregation of bio-degradable & non-bio-degradable waste at respective dust bin itself (disposing of collected non-bio-degradable waste ie. Plastics, polythene bags etc. away from NITT premises is the sole responsibility of the contractor), collection, loading, all lead, unloading, hire & running charges of lorry, tools required, all labour and all other incidentals etc. complete and as directed by the department. Trip sheet is to be maintained for each load that will be certified by the concerned official which will form the basis for making payment. Rate for one trip of tractor load of 120 cft garbage.	700	TRIP	336000
3	100	Labour charges for spraying chemical for mosquito/cockroach control inside & outside Institutional buildings, Open areas, Manhole chambers, Gully traps etc. and also for fogging operation in the entire area. All as directed by the Department. All the required chemical, equipment's, machineries etc. will be provided by NITT at free of charges. The payment will be made for the work done on the basis of number of days, supported by log sheet maintained jointly.	400	MANDAY	40000
4	20	Dewatering the accumulated effluent completely from the septic tank by using contractor's vehicle & equipment's. Scope includes removing and re fixing of septic tank cover slabs back in position & disposal of effluent at the places as specified by the department Rate includes all labour, materials, hire charges for vehicle & equipment etc. complete. Payment will be made for the quantity of effluent disposed off.	750	CUM	15000

Item No.	Qty.	Description	Rate Rs.	Unit	Amount (Rs)
5	30	Removal of Honey-bee hives / Kadhandu / such insects of any size / magnitude completely from any level / height of the building without any disturbance to the occupant of the building and with safe working. The contractor is required to adopt safe approach / technology while removing the insects.	500	EACH	15000
		TOTAL for 24 months without Contractor's Service Charges			1,11,99,986.16
6	Contractor's Service Charges at -----% (To be quoted in not more than two decimal place) of the above total				
Total Contract value for 24 Months					
(Rupees ----- Only)					

NOTE:

The break up details for the monthly rate under item 01 are indicated in the prescribed format attached with this financial bid (page --) meeting the statutory payments like Central Govt. minimum wages, ESI, PF, Bonus etc. The service charges to be quoted by the bidder against item 6 shall be firm throughout the contract period and extended period also. Revision of minimum wages & statutory payments if any during the currency of the contract, will be accommodated along with the quoted service charges while billing to the contractor. Service charges will meet out establishment / uniform / ID / any incidental charges and as such MINUS and ATPAR percentage towards service charges will be summarily rejected.

1. NITT is exempted from remittance of Service Tax vide service tax notification No.25/20/2-ST dated 20.06.12 (Mega exemption notification).
2. The tenderers are advised to visit NITT Hostel/site of work and get themselves acquainted with the site conditions, quantum and nature of works before submitting the offer.
3. The successful tenderer is required to submit detailed programme matching the above periodicity and as per Annexure before commencing the work so as to maintain clean and garbage free environment at any point of time.
4. The volume of work under item No.1 requires a minimum of 40 labours for effective performance. Minimum 2 supervisors are to be deployed for effective supervision of whom one shall have computer literacy to submit day to day reports to NIT through mail.
5. All labour, consumables, tools & plants etc. are under the scope of the contractor except the chemical & equipment for item 03. Successful tenderer is required to maintain proper logbook for the consumption of materials and submit to the department for its approval. Required chemical & equipment for Item No.3 alone will be issued by NITT Hostel at free of charges. Sufficient labour are to be engaged to maintain the periodicity for each & every activity and to maintain clean environment always.
6. Minimum wage as fixed by Govt. of India including statutory payments like ESI, PF, Bonus etc. are to be paid to the workmen.
7. The contractor shall comply all safety rules and regulations of NITTH and shall ensure their working group wear uniform supplied by the contractor & always carry identity card in English approved by NITTH.
8. Garbage shall have to be regularly transported to the earmarked area as per Item No.2. Non deployment of tractor on any day when required by NITTH will attract a penalty of Rs.500/- per day.
9. The agency shall have to maintain the log book for daily transportation of garbage in the prescribed format and get the signature from the Institute official before transport which is the basis for making payment.
10. A recovery of Rs.100/- per trip shall be effected for non-segregation of waste under Item No.2

11. Following recovery shall be effected for non-compliance of any activity/ periodicity under Item No.1 per month and on pro rata basis. In addition a punitive charge of 12.50 % will also be recovered.

a) Sweeping roads, berms, pavements, common areas, surroundings	5%	d) Removal of cobweb	4%
b) De-silting drains	2%	e) Toilet cleaning	75%
c) Sweeping / Mopping floor area	4%	f) Removal of carcass / blockage (e a c h)	5%

11 RIGHT OF ACCEPTANCE:

- 11.1 The Chief Warden, National Institute of Technology Hostels, Trichy reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Chief Warden, National Institute of Technology, Trichy in this regard shall be final and binding.
- 11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the work shall render the bidders bids liable for rejection.
- 11.3 The Chief Warden, National Institute of Technology Hostels, Trichy reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Chief Warden, National Institute of Technology Hostels, Trichy reserves the right to award the contract to the next higher BEV (Bid Evaluation Value) bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 11.5 The Chief Warden, National Institute of Technology Hostels, Trichy may terminate the Contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector undertaking etc.

12 NOTIFICATION OF AWARD BY ISSUANCE OF „LETTER OF ACCEPTANCE“

- 12.1 After determining the successful evaluated bidder, client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signed, within Three (3) days of receipt of the same by him.
- 12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contract.
- 12.3 The time taken between the date of issue of LoA and Notice to proceed shall not prevent the contractor to mobilize the manpower.

13 RETURNING OR REFUND OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 13.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financials bids within seven (07) days after opening of the eligible financial bids.
- 13.2 The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the successful bidder.
- 13.3 The Earnest Money Deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

SECTION –5

**GENERAL CONDITIONS OF CONTRACT
(GCC)**

1 DEFINITION

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this schedule.

- “Agreement”** The work “Agreement” and “Contract” has been used interchangeably.
- Party** The word “Party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client “The Chief Warden .National Institute of Technology Hostel, Trichy”
- Letter of Acceptance** Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises.
- Notice of Proceed** Shall mean the date at which the manpower services are to commence in Clients premises.
- Confidential Information:** Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
- Termination Date** Shall means the date specified in the notice of Termination given by either party to the other party, from which the Contract shall stand terminated.
- Termination Notice** Shall mean notice of Termination given by either party to the other party.
- Contractor** Shall mean the successful bidder to whom the work of providing housekeeping services in Clients premises has been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Clients business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and /or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Clients information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media / Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

Read and accepted

(Signature of the Bidder)

2. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a performance Bank Guarantee in the form of a Bank Guarantee of any nationalized / scheduled bank a sum equivalent to 5% of the accepted contract value in favour of **"The Chief Warden, National Institute of Technology Hostel, Trichy"** payable at Trichy.
- 2.2 The Bank Guarantee can be forfeited by order of the Chief Warden, National Institute of Technology, Trichy in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Chief Warden, National Institute of Technology Hostel, Trichy sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firms bill have been received and examined.
- a) If the Contractor is called upon by the Chief Warden, National Institute of Technology, Trichy to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Chief Warden, National Institute of Technology, Trichy shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specification, samples or other property belonging to the client, which may have been issued to the Contractor.

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing performance Bank Guarantee from the successful bidder, Client shall issue the „Notice to proceed”, to the contractor authorizing him to provide services at the specified locations.

4 SINGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Agreement in the Proforma included in this Document duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Agreement within Two (02) days of receipt of the draft Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the Registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

Read and accepted

(Signature of the Bidder)

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing Mechanized Housekeeping at National Institute of Technology Hostels, Trichy as per scope mentioned in Annexure – 2 as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 5.3 The Contractor shall provide services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations. If required, Contractor is bound to render services at any other establishment, anywhere in NIT Trichy limits, with no extra cost.
- 5.4 Normal working hours is 8:30 am -5:30 pm (with one hour lunch break) and for extended hours if required by NITT for specific purpose.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of performance Bank Guarantee in accordance with Clause 2 (Section -4).
- 6.2 The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 4)

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide services at Client's premises as per Schedule of Work / Requirements (Section 4) by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time of time.
- 7.2 The Contractor shall provide services through uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only.
- 7.3 The Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor. b
- 7.4 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 7.5 If necessary, the Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.6 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.
- 7.7 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.8 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment / duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

Read and accepted

(Signature of the Bidder)

- 7.9 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
- 7.10 **The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.**
- 7.11 The Contractor shall provide minimum of two sets uniform to its personnel at its own cost.
- 7.12 **The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.**
- 7.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.15 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

7.16 Contractor's Personnel

- i The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client's premises at the Client's Site and in sufficient number to undertake the obligations imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- ii The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contract details . The Contractor shall also keep informing the Client of any change in its organization or its personnel
- iii The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges) and shall be provided with appropriate protective ware wherever necessary.

8 CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by his or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower service to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 Caused by / resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - 8.2.2 consisting of /caused by / resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of services to the Client.

Read and accepted

(Signature of the Bidder)

- 8.3 The Contractor shall not Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to replace the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely, all the required cleaning materials, equipment and facilities at the location(s) where the manpower services are to be provided, required to enable Contractor's employees to carry out the Services.
- 9.2 The Client shall comply with and fulfill the recommendation (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Service as soon as possible after the Client becomes aware of them.
- 9.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.
- 9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee-employer's relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of two years from the date of award extendable by one or more years subject to continuous satisfactory performance, In case of breach of Contract or in the event of not fulfilling the minimum requirements /statutory requirements, the Clients shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client. Similarly, during the validity of the contract, the services may be extended to other establishments under NIT HOSTELS, NIT Trichy at the prices as quoted in the Price Schedule which will be proportionately increased to the year of award of the new work, as per the escalation clause of the tender.

11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Agreement according to which all payments shall be made to the Contractor by the Client for services rendered.
- 11.2 The prices in the Price Schedule shall be exclusive of any service tax as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

Read and accepted

(Signature of the Bidder)

- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall endeavor to make payments within one month from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the Contract shall be valid for a period of two years. No price escalation, other than minimum wages revision and its applicable statutory in the respective category shall be entertained by the client.
- 11.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the Client and the Contractor.
- 11.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque / E-transfer mode.
- 11.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.8 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

12 FORCE MAJEURE – OBLIGATIONS OF THE PARTIES

“Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earth quake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected party shall notify the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

The date of commencement of the event of Force Majeure; the nature and extent of the event of Force Majeure, the estimated Force Majeure period reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure

The measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby any other relevant information concerning the Force Majeure and / or the rights and obligations of the parties under the Contract.

Read and accepted

(Signature of the Bidder)

13. TERMINATION

- 13.1 This Contract may be terminated forthwith by either party by giving written notice to the other if:
- 13.2 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.3 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
- a. In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
 - b. The Contractor does not provide services satisfactorily as per the requirements of the Client of / and as per the Schedule of Requirements
 - c. The Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

- 14.1 The relatives / near relatives of employees of the Client are prohibited from participation in this bid.
- 14.2 The near relatives for this purpose are defined as:
- (a) Members of a Hindu Undivided Family.
 - (b) Their husband or wife.
 - (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother –in-law)

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modification, amendments and future enactments thereto. The venue for the Arbitration will be at Tiruchirappalli and the decision of the arbitrator shall be final and binding on the parties.

Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of Tiruchirappalli

Read and accepted

(Signature of the Bidder)

16. INSOLVENCY

The Chief Warden, National Institute of Technology Hostel, Trichy may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- i. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii. If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchase of any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

17. CURRENCIES OF BID AND PAYMENT

The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees only.

SECTION – 6
SPECIAL CONDITIONS OF CONTRACT
(SCC)

The Special conditions of Contract shall supplement the "Instruction to the Bidders" as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

1. INDEMNIFICATION:

The Successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

2. LABOUR LAW COMPLIANCES

- 2.1 The engagement and employment of labours and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions / laws are complied with by the contractor.
 - (a) All wages and allied benefits such as leave, ESI, PF, Gratuity, bonus etc., shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
 - (b) It is mandatory that the employees must be paid through bank only.
- 2.2 The Contractor shall abide by all labor laws, related to EPF Organization, ESI Corporation, Workmen Compensation Act. The Contractor shall abide including but not limited to, matters relating to timely payment to wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contribution, payment of gratuities and payment of bonuses.
- 2.3 The contractor shall be liable for any legal dispute / case /claims that arises or may arise during currency of the contract due to non – compliances of labour or other related laws. The contractor shall be responsible for compliance of all the laws rules / regulations and Govt. instructions that are / will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall endure payment of all the Statutory dues / liabilities as may have arisen during the past "or" may arise during the course of performance of contract.
- 2.4 The Contractor shall submit periodical returns as may be specified from time to time.

Read and accepted

(Signature of the Bidder)

HOSTEL ADMINISTRATION, NIT HOSTELS
NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI - 620 015
Ref: NITT/HAC/HK /2015/004 Date: 02.11.2015

3. OFFICIAL RECORD:

- 3.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.
- 3.2 The Contractor shall maintain a personal file in respect of all the staff that is deployed in Client's premises. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 3.3 The Contractor shall also prepare a register indicating all payment / dues in respect of all the employees.
- 3.4 The Company should maintain:
 - a. List of employees with their date of engagement.
 - b. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC / EPF / Bonus etc.)
 - c. Copies of authenticated documents of payments of such contributions to EPFO/ESIC

Read and accepted

(Signature of the Bidder)

SECTION – 7
SCHEDULE OF WORKS / REQUIREMENTS

- 1.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instruction of the Client.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.

2. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

- 2.1 The Client intends to outsource the services which will require manpower to be deployed in different categories such as skilled, semi- skilled, supervisory staff etc as per the norms of the Government.
- 2.2 The manpower appointed in different categories shall be deployed by the contractor for the work of Mechanized Housekeeping at National Institute of Technology Hostels, Trichy as mentioned in Tender.
- 2.3 The personnel who are appointed as Housekeepers shall be employed for cleaning purposes by the Contractor.
- 2.4 The Contractor is required to quote prices for each service in the Price Schedule (Section 7)
- 2.5 The Contractor shall ensure that except that of the Service Margin (as defined in the Price Schedule) all other levies (Wages, leave Wages, ESIC, EPF, Bonus etc.) which are charged to Client in the Price Schedule are passed on to the deployed employees in their monthly wages by the Contractor.
- 2.6 The tentative category wise requirement of manpower per day (without reliever) in each of the building shall be as per tender.

3. PENALTIES

- 3.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 5th of every month, failing which penalty of Rs.500/- per day will be imposed up to 15th of the month The Payment of the workers shall not be held-up in any case what so ever and the contract shall be liable to be terminated in that case. Security Deposit / performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for manpower service at the risk and cost of the Contractor.
- 3.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.500/- per day per complaint will be imposed by invoking penalty clause
- 3.3 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, In addition to forfeiting of the monthly bills and performance Security Deposit.
- 3.4 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rate basis from the bills prepared by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.
- 3.5 Payment will be made after getting satisfactory feedback from the Student and the Warden, Feedback form and procedure is given in the Forms.

Read and accepted

(Signature of the Bidder)

4. SCOPE OF WORK – CONTRACTOR

- 4.1 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy / engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 4.2 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client.
- 4.3 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act 1923; Industrial Disputes Act, 1947 Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made from time to time. Client will not own any responsibility in this regards.
- 4.4 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The person deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike / unfair activities etc. during performance of his/her duty. It shall indemnify Client harmless in all respects under this contract.
- 4.5 Be it private or public areas, the Contractor's employees shall be liable to be frisked / checked by the security personnel at Client's premises or on duty at any time during performance of their duties.

Read and accepted

(Signature of the Bidder)

SECTION – 8
MAN POWER DEPLOYMENT

HOSTEL ADMINISTRATION, NIT HOSTELS
NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI - 620 015
 Ref: NITT/HAC/HK /2015/004

Date:02.11.2015

5 SCOPE OF WORK – FOR SERVICES –

Number of Housekeeping Staff to be engaged per day for various activities under item 01. of Financial Bid

S. No	Name of the Building	Number	No. of wash basins	No. of bathrooms	No. of urinals	No. of Toilets	No. of Western Toilets	Manpower Reqd.
1	AGATE	G+2	29	28	26	32	0	1
2	CORAL	G+1	18	24	23	22	2	1
3	DIAMOND	G+1	19	30	26	34	2	1
4	EMERALD	G+2	12	18	18	18	0	1
5	LAPIS	G+2	12	18	12	18	0	1
6	PEARL	G+2	12	18	12	18	0	1
7	RUBY	G+2	12	18	18	18	0	1
8	SAPPHIRE	G+2	12	18	12	18	1	1
9	TOPAZ	G+2	12	18	18	18	0	1
10	JADE	G+2	30	36	36	36	0	1
11	GARNET A	G+2	29	30	30	24	8	1
12	GARNET B	G+2	30	30	30	24	8	1
13	GARNET C	G+2	30	30	30	24	8	1
14	ZIRCON A	G+2	30	30	30	24	8	1
15	ZIRCON B	G+2	30	30	30	24	8	1
16	ZIRCON C	G+2	30	30	30	24	8	1
17	AMBER A	G+3	32	40	48	32	10	2
18	AMBER B	G+3	32	40	48	32	10	2
19	AQUAMARINE A	G+3	33	40	48	32	8	2
20	AQUAMARINE B	G+3	34	40	48	32	8	2
21	JASPER	G+3	34	40	32	40	2	1
22	OPAL A	G+2	36	30	0	29	1	1
23	OPAL B	G+2	18	18	0	18	0	1
24	OPAL C WEST	G+2	30	36	0	35	1	1
25	OPAL C EAST	G+2	30	36	0	36	0	1
26	OPAL D	G+3	16	40	0	32	8	2
27	OPAL E	G+3	32	40	0	32	10	2
28	HOSTEL OFFICE & HOSTEL GUEST HOUSE		10	10	2	2	8	1
29	GARBAGE COLLECTION AND DISPOSABLE etc. S.No:14 TO 21							6
	Total		720	852	631	764	119	40

No. of Supervisors required:

2

SPECIAL TERMS AND CONDITIONS

- i The agency shall provide a list of able and healthy persons within the age group of 20- 50 years (Age proof certificates for each person so deployed shall have to be submitted along with identity cards mentioning their names and full residential address and all documents. A list of persons including all these certificates is to be submitted within 10 days of issue of L.O.I./ W.O. failing which the matter will be viewed as a breach of contract. However, final decision regarding selection of manpower rests with the Institute authority.
- ii The contractor is to maintain a register indicating the nature of work done every day with locations.
- iii The contractor shall deploy appropriate number of conservancy-in-charge and conservancy supervisors for day to day supervision of work entrusted to contractor, who will report to Sanitary Inspector/Engineer-in-Charge on the days' performance.
- iv During summer vacation (about 2.5 month) as per notification of the institute, hostels remain almost vacant. Hence the operations as prescribed in the respective areas where hostels have been mentioned will be reduced to a minimum and will be as directed by the Hostel office.
- V The contractor is to maintain a site office in the Institute campus with proper and adequate manning every day during the tenure of their contract, so that they can be called upon to undertake work. The hostel office make provide space (if available), for such office as per request and requirement of the agency. Otherwise the agency has to construct a temporary site office at the designated place at his own cost.
- Vi The site office of the agency is to be equipped with mobile phone service so that they are accessible for communication from anywhere in the Institute campus.
- Vii If there is a report of any urgent work the same has to be taken up and completed for the respective areas with immediate effect.
- Viii The tenderers should thoroughly inspect the areas of operation within seven days from the date of advertisement and submit tender as per the prevailing conditions and the difficulties, obstacles requirements etc. that are to be taken into account before quoting the rates.
- ix The contractor has to obtain compliance certificates from end users of the respective areas of work as per checklist provided.
- X During vacation period the work, in the hostels and other places where students might be accommodated, should be done as assigned by the competent authority.

- xi The tenders are to be quoted with rates on monthly basis. 10(Ten) percent of daily valuation calculated on the basis of the monthly rates of operation, as mentioned, will be deducted per day as a penal measure for non-working of any specified item.
- Xii Persistence of such type of inaction will be construed as a breach of contract and may tantamount to termination of the contract.
- Xiii All directions from the end of the competent authority should be followed strictly.
- xiv In the event of misuse / loss of any consumable items /tolls and tackles the cost of the same at the rate decided by the Institute will be deducted from the bill of the contractor.
- xv Any type of manpower deployed by the contractor if found unsuitable or charged with dereliction of assigned duties during the pendency of the contract will not be allowed for the work.
- xvi Conservancy-in charge and conservancy supervisors deployed by the contractors for the respective works should be provided with mobile phones for easy communication.
- Xvii Performance of housekeeping services shall be graded by the students and Hostel Management on monthly basis. Payment will be made on the evaluation of performance on a 5 point scale and deployment of manpower as furnished in the Annexure - A. Adverse comments will result in monetary fine. Continuous bad performance will result in termination of contract.
- xviii Total number of manpower to be engaged will be decided by the HAC time to time.
- xix. The workers required for the housekeeping have to be supplied on all the days except for the Independence Day and Gandhi Jayanti.

Section 8.1	FORM –I-	CONTACT DETAILS FORM
Section 8.2	FORM –II-	BID SECURITY FORM (TO be used for EMD in case submitted by Bank Guarantee)
Section 8.3	FORM –III-	FOR FINANCIAL CAPACITY
Section 8.4	FORM-IV-	CONTRACT AGREEMENT
Section 8.5	FORM –V-	PERFORMANCE BANK GUARANTEE
Section 8.6	FORM - VI-	FEEDBACK FORM

Section 8.1

FORM –I

CONTRACT DETAILS FORM

GENERAL DETAILS OF BIDDER

Name of the Company	:	
Name and Designation of Authorized Representative	:	
Communication Address	:	
Phone No	:	
Mobile No.	:	
Fax No.	:	
Email id	:	
Particular Details of the Bidders Representative	:	

- 8.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 8.2 The rates quoted by me are valid and binding upon me for the entire period of contract.
- 8.3 I/We give the rights to the competent authority of the Chief Warden, National Institute of Technology, Trichy to forfeit the Earnest Money/Security money deposit by me /us in case of breach of conditions of Contract.
- 8.4 I hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

Signature of the Authorized Signatory

Date:

-

Place

:-

Designation:

(Office seal of the Bidder)

Section 8.2
FORM – II
BID SECURITY FORM

No -----

Date -----

To,
Chief Warden, National Institute of Technology Hostel, Trichy (hereinafter called "The Owner"),-----

Whereas M/s----- (Hereinafter called "the bidder") has submitted its bid dated -----
-----f or providing the required services vide Tender No.<----/----/----> Dated <dd.mm.yyyy>
KNOW ALL MEN by these presents that WE -----of having our registered office
at ----- (Hereinafter called „the Bank") are bound unto The Owner in the sum of Rs
<Amount> (Rupees <Amount> only) for which payment will and truly to be made of the Owner, the
Bank bids itself its successors and assigns by these present.

THE CONDTIONS of the obligations are;

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.

(a) Fails or refuses to execute the Contract, if required;

OR

(b) Fails or refuses to furnish the performance Security, in accordance with the instructions to Bidders.

OR

(a) Fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the owner having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in ----- of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch

Tel No.of Branch
Fax No.of Branch

Section 8.3

FORM –III
FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2012-13	2013-14	2014-15
Annual Turnover through housekeeping services			
Net Worth			
Current Assets			
Current Liabilities			
Turnover through any other services			
Profit / Loss Before Taxes			
Profit / Loss After Taxes			

Note: To be certified by Chartered Accountant.

Section 8.4

FORM –IV

CONTRACT AGREEMENT NO <Number> DATED <Date>

THIS AGREEMENT is made on -----between the Chief Warden, National Institute of Technology, Trichy (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at <Address> of the One Part,

AND

M/s-----having its registered office at -----
------(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WINESTH as follows:

I.WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated -----
-----for “availing required services as mentioned under Tender No.-----

II.AND WHEREAS the Contractor submitted his bid vide-----in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirement and has resources and competence to provide the requisite services to the Client

III.AND WHEREAS the Client has selected M/s.-----as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No.-----, to the Contractor on -----
-----for a total sum of -----(Rupees -----Only).

IV.AND WHEREAS the Client desires that the services (as defined in the Bidding Document) be provide, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

V.AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors /parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing services in the Client’s premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of Service Tax with central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax charged in the said bill.

IX. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) The Letter of Acceptance (LoA) issued by the Client.
- (b) Notice to proceed (NTP) issued by the Client.
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the Client.
- (e) Any other documents forming part of this Contract Agreement till date.
(Performance Bank Guarantee, Bank Guarantee)
- (f) Charges – Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution procedure in the Conditions of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on behalf of NIT Trichy
Chief Warden
National Institute of Technology
Trichy

(Authorized Signatory)

(Authorized Signatory)

Section 8.5

FORM –V

PERFORMANCE BANK GUARANTEE
(To be executed on non-Judicial stamped paper of an appropriate value)

Date:-----

Bank Guarantee No: -----

Amount of Guarantee:-----

Guarantee Period: From -----to -----

Guarantee Expiry Date: -----

Last date of Lodgment: -----

WHEREAS Chief Warden, National Institute of Technology, Trichy having its office at <Address> (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) (“**Contract**”) with (insert name of the Successful Bidder) ----- (hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of services (“**Services**” shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the Tender Documents number (insert reference number of the Tender Documents) dated (insert date of issue of Tender Documents)-----and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Trichy for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligations and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract period including any extension thereof.

AND WHEREAS the Contractor has approached (insert the name of the scheduled bank) (here in after referred to as the “**Bank**”) having its registered office at (insert the address)-----and at the request of the Contractor and in consideration of the promises made by the contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any Enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without and deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank of amendment in price.

- (i) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here)-----
-----only).
- (ii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the surety would but for the provisions have the effect of releasing the surety.
- (iii) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute (s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and / or the Contract.
- (iv) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (v) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Trichy for the purpose of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vi) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (vii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty period under the Contract.

- (viii) Unless a Demand under this bank guarantee is filed against the Ban within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharges from all liabilities hereunder.
- (ix) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under Contract.
- (x) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the power of Attorney dated (date of power of attorney to be inserted)-----
--grated to him by the Bank.

Date:

Bank

Corporate Seal of the
Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

Section 8.6

FORM - VI

FEED BACK CERTIFICATE FROM HOSTELS

NAME OF HOUSE KEEPING CONTRACTOR:

S. No	Particulars	Cleaning Schedule	Excellent	Very Good	Good	Average	Poor
	Points		5	4	3	2	1
	Types of Service						
1	Cleaning /Washing of all Toilets, Bathrooms, Wash basins and Urinals	Daily					
2	Cleaning of Walls and partitions in Bathrooms and Toilets)	Daily					
3	Scrubbing of floors	Daily					
4	Removing of blockage in water closets, urinals, wash basins, toilers and bath rooms	Daily					
5	Any other Comments	Daily					

Student Representative

RSC / Steward

Warden