

INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR
VISHWAKARMA GOVERNMENT ENGINEERING COLLEGE CAMPUS, VISAT
-GANDHINAGAR HIGHWAY, CHANDKHEDA, AHMEDABAD-382424
Tel/Fax No. 079- 23972586
E-mail: purchase@iitgn.ac.in



Tender No: IITGN/MM/HK/2013-14/01

TENDER DOCUMENT
FOR
OPERATION OF HOUSEKEEPING SERVICES
AT
IIT GANDHINAGAR PREMISES
(INSTITUTE BUILDING, GUEST HOUSE APARTMENTS
& STUDENTS' HOSTEL)

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Tender No. IITGN/MM/HK/2013-14/01

Date- 16/07/2013

To,

INVITATION TO BID (TWO BID SYSTEMS)

Dear Sir/s

Sealed tenders are invited for allotment of contract for “Operation of General Maintenance & Housekeeping service at the Institute Building, Guest Apartments & Students’ Hostels of IIT Gandhinagar” on rate contract for a period of one year extendable by one or two more years on negotiated terms & conditions” from registered Agencies. The details of the tender are given below:

1. File Ref. No.	IITGN/MM/HK/2013-14/01
2.Tender No	IITGN/MM/HK/2013-14/01
3.Type of Tender	Indigenous Limited Tender (TWO Bid System)
4.Description of Work/Services	Operation of General Maintenance & Housekeeping service at the Institute Building, Guest Apartments & Students’ Hostels of IIT Gandhinagar on rate contract for a period of one year extendable by one or two more years on negotiated terms & conditions.
5. Bid Bond Value/ Earnest Money Deposit	Rs.50, 000/- (Rs. Fifty Thousand Only) Must be enclosed with Technical Bid
6. Closing Date and time of Bid submission (Technical and Commercial Bids)	August 5,2013, 1700 Hrs
7. Technical Bid Opening Date & Time	August 6, 2013 1500 Hrs

8. Commercial/Price Bid Opening Date & Time	Will be posted on Institute's website
9. Bid Validity	120 Days from opening of Technical Bid
10. Tender Fee	Rs. 1000/ (Rs. One thousand Only) In favour of "IIT Gandhinagar Main Account", payable at Ahmedabad.
11. Performance Guarantee/Bank Guarantee/Security Deposite (In the form of DD from nationalized Bank/Schedule Bank	Rs. 5,00,000/- (Rs. Five lacs only) In favour of "IIT Gandhinagar Main account", payable at Ahmedabad. Within 7 Days on receiving the award of contract
12. Correspondence Address	ASSISTANT REGISTRAR (Materials Management) Indian Institute of Technology Gandhinagar "A'Block, Ground Floor, Vishwakarma Govt. Engg. College Campus, Visat-Gandhinagar Highway, Chandkheda, Ahmedabad- Gujarat-382424

1. The Non transferable bidding documents shall be available on Institute's website (www.iitgn.ac.in).
2. Bidders should download the tender document from the Institute's web site (www.iitgn.ac.in) & **sho ul d ensure to submit tender fee along with the EMD.**
3. The parties may seek detailed clarifications on technical & Financial issues (if any) on the conditions of bidding document through e-mail (purchase@iitgn.ac.in) addressing to the **Assistant Registrar (Materials Management), IITGN Gandhinagar** latest by **July 26, 2013, 05. 00 PM.**
4. IIT Gandhinagar expects the bidders to comply with the tender specifications/ conditions, which shall be frozen after due date. The bids not complying with the terms and conditions of the bidding document and offers indicating any exception/ deviation shall be liable to be rejected.
5. Tenders must be reach on or before August 5, 2013 at 17.00hrs (IST) in the **Office of the Assistant Registrar (Materials Management), IITGN, Gandhinagar.** Tenders will be opened on at Aug 6, 2013 at 15.00hrs (IST) in the IITGN premises.
6. IIT Gandhinagar reserves its right to accept/reject any/all the bids and cancel the tender at its sole discretion.

7. Bidders intending to send their offers by post may send the same under registered cover/courier or by hand delivery so as to reach the designated place well before closing time and date. However, IITGN Gandhinagar accepts no responsibility for offers received after the due time and date.

Assistant Registrar (M.M.),

Indian Institute of Technology Gandhinagar,
Vishwakarma Government Engineering College Campus, Ground Floor, Block " A" ,
Visat-Gandhinagar Highway, Chandkheda, Ahmedabad 382424;
Tele/ Fax No. +91 79 23972583

8. Fax and Email quotation are not acceptable.
9. Quotations should be valid for **120 days** from the tender due date.
10. The quotations should be given for the items in the same order as in the tender document.
11. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.
12. The tender documents are to be in two parts as **Technical Offer and as Financial offer:**
- A. **The Technical offer (PART A)** should include the following detailed information.
- i. Name (As per Registration Certificate), correspondence address, telephone number and fax number of the bidder.
 - ii. Complete details of the company indicating the name of the owner and staff members. Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof?
 - iii. Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN, Service Tax No. & RPFC/ESIC No.)
 - iv. List of past clients indicating the value of the contract & duration of the contract. Were you or your company ever required to suspend Housekeeping services for a period of more than 03 months continuously after you commenced the Housekeeping services? If so, give the name of the contract and reasons thereof. OR have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.
 - v. List of present clients' along with the contract value & commencement date.

vi. Photo copies of filled Income Tax Returns for the last three financial Year.

B. The financial offer (PART B) should include the cost of uniform, all taxes, duties & other levies. The total cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialed, failing which the offers are liable to be rejected.

Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

13. Award of contract:

- 13.1 The institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price. However, IIT Gandhinagar reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof.
 - 13.2 Notwithstanding the above, the institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.
 - 13.3 The bidder whose bid is accepted will be notified for the award of the contract by the institute prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the contract.
 - 13.4 Within 7 (seven) days of the receipt of the notification of the award of the contract from the institute, the successful bidder shall furnish Performance bank guarantee for an amount of Rs. 5 Lakhs (Rupees Five Lakhs Only) in the form of DD from Nationalized Bank/Schedule Bank to the institute. Failure of which to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. The amount of the EMD will be refunded without interest to the successful bidder within 60 days on completion of the contract and successful submission of Performance Bank Guarantee.
 - 13.5 Any offer containing incorrect and incomplete information shall be liable for rejection.
- 14.** In the event of any dispute or difference(s) between the vendee IIT Gandhinagar and the vendor(s) arising out of non-supply of Service or supplies not found according to the specifications or any other cause whatsoever relating to the supply or Rate Contract before or after the service has been executed, shall be referred to the concerned authority of IIT Gandhinagar (House Keeping Service Committee). If the vendor will not satisfy he may approach to the concerned Faculty-In-Charge and if not he may approach to the Director of the Institute and afterward the vendor may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

15. The place of arbitration will be Gandhinagar and the language to be used in English only.
16. All disputes shall be subject to Gandhinagar Jurisdiction only.
17. The Tender/Bid will be open on **06.08.2013** at **03:00 PM**.
 - a.) The suppliers or their authorized representative may also be present during the opening of the Technical offer, if they desire so, at their own expenses.
 - b) Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for this services.
 - c) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the offer.
18. A demand draft of **Rs. 1,000/- (Rupees One Thousand Only)** towards non-refundable tender fee and a demand draft of **Rs. 50,000/- (Rupees Fifty Thousand Only)** towards refundable EMD from a Nationalized bank/Schedule Bank in favour of "IIT Gandhinagar Main Account" payable at Ahmedabad placed in a separate envelope marked "**Tender Fee & EMD**" should accompany tender bid documents. Both the demand drafts should be valid for 90 days. Without the Tender Fee and EMD the bid will not be considered.

The EMD of the successful bidder will be returned to them without any interest after deployment of services (within 60 days) and on receiving the Security deposite. The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) working days after awarding the offer.
19. The offer will not be considered without tender fee
20. In the event a particular tender is cancelled, the tender fee will not be refunded to the concerned Bidder.

INSTRCUTIONS TO THE BIDDERS

1.0 SUBMISSION OF BID:

1.1 One complete set of BID DOCUMENT including specifications and proposal forms is issued to each Bidder. BID/OFFER shall be prepared by typing or writing with indelible black/ blue ball pen in the proposal forms. The tender in original form only shall be submitted by the Bidder. The Bid Document includes:

1. Invitation for tenders (Two bid Systems)
2. Instructions to the bidders
3. Undertaking from the bidder
4. Definition of Terms(Article I)
5. Description of Hostel(Article II)
6. Scope of Work (Article III)
7. Manpower requirement (Article IV)
8. General conditions of the contract (GCC)(Article V)
9. Special Instructions to Tenderers (SIT)(Article VI)
10. Terms and conditions of the Contract (Article VII)
11. Penalty Points (Article IX)
12. Form A,B,C,D,E, F & G(must be enclosed with the Technical Bid)
13. Price Schedule (Article VIII)(must be enclosed with the Financial Bid)

1.2 Bidder is advised to submit the BID strictly in accordance with the Terms and conditions and specifications contained in the BID DOCUMENT and not to stipulate any deviations or conditions. Institute reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the Bid document.

1.3 BID shall be submitted in double sealed envelope with the name of the work super scribed thereon and with the note "QUOTATION - DO NOT OPEN" written prominently. The full name, postal/ email address and telephone/ Fax numbers of the Bidder shall be written on the bottom left hand corner of the sealed cover.

1.4 The BID, so submitted, shall be in two separate sealed envelopes as described below:

PART-A: Shall contain the following:

- i) Earnest Money Deposit.
- ii) Latest Income Tax Return Acknowledgement or Verification
- iii) Registration with concerned local body/ Government agencies etc.
- iv) Solvency certificate from scheduled bank for an amount of Rs. 20 lacks (Twenty lacks) to prove the financial ability to carry out the work tendered for.
- v) Power of attorney or a true copy thereof in case an authorized representative has signed the tender.
- vi) Complete set of Tender Document, duly filled in and signed by the tenderer as prescribed in different clauses of the tender document.

PART-B: Shall contain the following:

The rates in the Price Schedule should be quoted after taking into consideration the scope of work shown in Article no. – III, manpower requirement mentioned in Article No. – IV and all terms and conditions described in the tender document.

- 1.5 The Bidder has the option of sending the BID by Registered post, or submitting the BID in person, so as to be delivered on or before the date and time set out for the same. Bids submitted by Fax shall not be accepted. IIT Gandhinagar shall not be responsible for the loss of Bid or delay in postal transit.
- 1.6 BIDS shall be opened at the time and date so fixed, in the presence of authorised representative of the Bidders. However, only one representative of each Bidder shall be permitted to attend the Bid opening.
- 1.7 The BIDS received after the time and date so fixed for the receipt of BIDS, shall not be considered.
- 2.0 **BIDS:**
- 2.1 **Language of BID(S):**

All information in the BID shall be furnished in English. Information in any other language shall be accompanied with its translation in English. Failure to comply with this condition shall disqualify a BID. In the event of any contradictions between meanings as derived from various languages of the BID, the meaning as derived from English language copy shall govern.

2.2 **SIGNATURE ON BID(S):**

- i) The BID must contain the name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below their signature.
- ii) BID by a partnership firm/ consortium of firms must furnish full names of all partners and be signed in the partnership name, followed by signatures and designations of authorised partners or other authorised representative. The copy of partnership Deed/ Consortium Agreement should also be furnished.
- iii) BID by a Corporation/ Company must be signed in the legal name of the Corporation/ Company, by the President/ Director or by the Secretary or other person or persons authorised to Bid on behalf of such Corporation/ Company with the seal of the Corporation/Company.
- iv) Satisfactory evidence of authority of the person signing on behalf of the Bidder is furnished.

The Bidder's name stated in the BID shall be exact legal name of Firm/ Company/Corporation etc. as registered or incorporated.

2.3 **CORRECTION IN BID:**

All changes/ alterations/ corrections in the BID shall be signed with date in full by the person or persons signing the BID. No erasing and/ or overwriting are permissible.

2.4 **TRANSFER OF BID DOCUMENTS/ BIDS:**

Transfer of BID DOCUMENT to another is not permissible. Similarly transfer of BID submitted by one Bidder to another is not permissible. No alteration in the essence of BID, once submitted, shall be permissible. In case the Bidder transfers the Bid or modifies/ withdraws during the period of validity, his Earnest Money Deposit shall be forfeited.

2.5 **EARNEST MONEY DEPOSIT (EMD):**

Each Bid must be accompanied by an Earnest Money Deposit in the form of a demand draft of Rs. 50,000(Fifty Thousand) only, issued by a Nationalized Bank/ Schedule Bank in favour of "IIT Gandhinagar Main Account" payable at Ahmedabad. Bid submitted without EMD, as mentioned above, shall not be considered for evaluation and shall be rejected summarily.

The EMD of the unsuccessful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD.

2.6 **VALIDITY OF BID:**

Bid submitted by Bidder shall remain valid for acceptance for a period of 120 (One Twenty) days from the date of opening of the BID. Bidders shall not be entitled during the said period of 120 (One Twenty) days to revoke or cancel BID or to vary the same or any term thereof without the consent in writing of IIT Gandhinagar. In the event of the Bidder revoking the Bid or varying any term in regard thereof, the Bidder's EMD shall be forfeited absolutely.

2.7 **RIGHT OF IIT GANDHINAGAR TO ACCEPT OR REJECT THE BIDS:**

The right to accept the BID, in full or in part shall rest with IIT Gandhinagar. However, IIT Gandhinagar does not bind itself to accept the lowest BID and reserves to itself the authority to reject any or all the BIDS received without assigning any reason whatsoever. BIDS, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. Bids not meeting the Bid Evaluation Criteria as stipulated in the Document shall be summarily rejected.

2.8 **CLARIFICATION OF BID DOCUMENT:**

2.8.1 The Bidder is required to carefully examine the specifications, conditions of contract, and other details relating to work given in the Bid document, and fully apprise himself as to all the conditions and matters which may in any way affect the work or the cost thereof. In case Bidder is in doubt about the completeness or correctness of any of the condition of the BID DOCUMENT, he should request in writing for an interpretation/ clarification to IIT Gandhinagar. Interpretation/ clarification shall then be issued to the Bidder in writing, which shall form part of the Bid document.

2.8.2 Verbal clarifications/ information given by IIT Gandhinagar or by its employee(s)/ representative(s) shall not in any way be binding.

2.9 **LOCAL CONDITIONS:**

It shall be imperative on each Bidder to acquaint and be apprised of all local conditions and factors prevailing in the institute premises in general and the Student's Hostel in particular which may have any effect on the execution of work covered under the scope of the work as per Bid document. In their own interest, the Bidders are requested to familiarize themselves with the provisions of Income Tax Act, Service Tax Act and other related acts and laws governing the contract, with their up-to-date amendments and also adhere to court directives and other State Government Acts on labour etc. IIT Gandhinagar shall not entertain any request for clarification from the Bidders in this regard.

2.10 POLICY FOR BIDS UNDER CONSIDERATION:

2.10.1 Only those BIDS, which are complete in all respect and are strictly in accordance with the terms and conditions and specifications of Bid document, shall be considered for evaluation. Such Bids shall be deemed to be under consideration immediately after opening of Bid and until such time an official intimation of acceptance/ rejection of the Bid shall be made by IIT Gandhinagar to the Bidder.

2.10.2 IIT Gandhinagar, if necessary, may obtain clarifications on BID by requesting for such information/ clarifications from any or all Bidders, either in writing or through personal contact, as may be necessary. The Bidders are advised to refrain from contacting by any means the employee(s)/ representative(s) of IIT Gandhinagar on their own, on matters related to BID under consideration.

2.11. SIGNING OF CONTRACT:

2.11.1 The successful Bidder shall be required to execute a contract as per Proforma attached to the Bid Document within 10 (ten) days of the issue of the LETTER OF ACCEPTANCE OF BID. In the event of failure on the part of the successful Bidder to sign the CONTRACT within the above-stipulated period, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

UNDERTAKING FROM THE BIDDER

From: _____ To,
M/s The Director
..... Indian Institute of Technology
..... Gandhinagar

(Tenderer)

SUB: Bid for “General Maintenance & Housekeeping services at the Institute Building, Guest Apartments & Student Hostels, IIT Gandhinagar”

- 1) Having carefully examined all the Bid Documents attached to your Invitation to Bid No. IITGN/MM/HK/2013-14/01 dated 16/07/2013; we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Earnest Money Deposit for a value of Rs. 50,000/- (Fifty Thousand) only, in the form of Demand Draft No. dated, issued by, in favour of “IIT Gandhinagar Main Account” payable at Ahmedabad .
- 3) We certify that we have carefully read each and every conditions and the scope of work given in the Bid Document and having understood the same, we confirm our acceptance in without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 120(One Twenty) days from the last date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of 120(One Twenty) days and in the event of default, IIT Gandhinagar shall have the right to forfeit the Earnest Money Deposit absolutely.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid Document and in default thereof to forfeit the earnest money deposit absolutely.
- 6) We understand that IIT Gandhinagar is not bound to accept the lowest or any other Bid received, fully or in part thereof. In case our Bid is not accepted, we shall have no claims on account of tendering expenses or any other reason thereof.
- 7) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between IIT Gandhinagar and ourselves.

We hereby submit our offer in two parts as required in the tender document.

Witness:	For and on behalf of
1.....	Name
.....	Address
2.....	Signature
.....	Seal

ARTICLE – I

DEFINITIONS OF TERMS

- 1.0 In this **CONTRACT** (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:
- 1.1 The "**INSTITUTE**" shall mean Indian Institute of Technology Gandhinagar (IITGN) with its premises located at Chandkheda, Gandhinagar and shall include its administration and its authorized representatives, successors and assignees.
- 1.2 The "**CONTRACTOR**" shall mean the person or persons, firm or company or corporation or consortia of firms or companies or corporations, whose Bid has been accepted by the Institute and includes the Contractor's legal representatives, his/her successors and permitted assignees.
- 1.3 The "**BID/ TENDER**" shall mean the proposal/ offer, along with supporting documents, submitted by the Bidder for considerations of the Institute.
- 1.4 The "**BID/ TENDER DOCUMENT**" shall mean the documents issued by the Institute to prospective Bidders, containing various Terms and conditions, Scope of work, any requirements etc., generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their BIDS, for submission to the Institute. The Bid documents shall include the invitation to BID, instructions, proposal forms and all addenda/ corrigenda/ amendment issued by the Institute.
- 1.5 The "**LETTER OF ACCEPTANCE**" shall mean an official intimation from the Institute to successful Bidder to the effect that his/ their Bid has been accepted in accordance with the provisions contained therein.
- 1.6 The "**WORK**" shall mean and include all works to be executed, all items and things to be provided/ done and services and activities to be performed by the contractor in accordance with the terms of the contract.
- 1.7 The "**CONTRACT**" shall mean the agreement between the Institute and the contractor duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included the Bid Document, Letter of Acceptance, agreed variations to the Bid Documents if any, Schedule of Rates and other relevant documents submitted by the Contractor and as accepted by the Institute.
- 1.8 The "**INSTITUTE PREMISES**" shall mean the Office Rooms, Class Rooms, Laboratory, Library, Canteen, Toilets, Student Hostel, Guest House, the premises and other buildings in the premises and outside the premises.
- 1.9 The "**MONTH**" shall mean the calendar month according to Christian calendar. 'DAY', unless herein expressly defined otherwise, shall mean Christian Calendar day of 24 hrs.

ARTICLE - II

DESCRIPTION OF THE INSTITUTE/ GUEST APARTMENT/ STUDENT HOSTEL

- 2.0 IITGN Guest House (GH) is situated near the campus of the Institute, with an exclusive and fully secured premise. The Guest House comprises around 15 flats (3 BHK with three Balconies and three toilets) and 10 Bungalows (consists of four rooms, one hall, two Balconies and five toilets).
- 2.1 IITGN Guest House is very prestigious for an Institution of National Importance, known for hospitality, comfort and serene environment. Essentially it caters to the academia both from within the country and outside visiting the Institute round the year.
- 2.2 Students Hostels are situated near the main campus and within the campus of the Institute, with an exclusive and fully secured premise. The Students' hostels near the main campus comprise flats (3 BHK and contains two Balconies and Three toilets)and Rooms.

Civil, Electrical and air-conditioning Maintenance services to the Guest Apartments/Institute Building/ Student Hostels are provided by Institute's Works Department. The Numbers mentioned above are subjected to minor changes over time.

ARTICLE – III
SCOPE OF WORK

3.1 The Scope of work shall generally encompass the following activities:

Liaison:

The Manager shall maintain close coordination with the Institute's Administration/ Administrator in- charge and his authorized representatives and manage the services in consultation with him.

Administration:

The Manager shall be responsible for enforcement of discipline as per the guidelines issued by the Institute and for preventing the misuse of the Institute facilities and its premises by the guests as well as the contractor's workmen.

House Keeping Services:

All activities necessary for maintaining high standards of hygiene and cleanliness within Institute Premises consisting of the Institute Building, Guest Apartments and Student's Hostel shall be deemed to be included in the house keeping services. Activities broadly defined below, shall be carried out every day:

- i) Cleaning of Occupied/ Check-out rooms
 - a) Sweeping of floors with broom followed by wet mopping with cleaning agent.
 - b) Cleaning of toilets with cleaning agent followed by wiping with a dry duster. All glazed wares, floor, wall tiles, doors and windows, looking mirror etc. shall be wiped clean every day.
 - c) Dusting of furniture and furnishings.
 - d) Changing linen in the occupied rooms comprising bed sheet, bed cover, night spread, pillow cover, bath towel and hand towel on alternate days or on the change of occupancy as the case may be.
- ii) Cleaning of vacant rooms as at (i) above, spraying fragrance to impart freshness, placing deodorant in toilet, candle and match box, paper napkins, Tea/Coffee Kit and fresh water.
- iii) Cleaning of all corridors and staircases including sweeping with broom followed by wet mopping with cleaning agent.

- iv) Sweeping of building apron, internal roads and walkways, lawns etc.
- v) Dusting of staircase railings, Reception area and other Public areas.
- vi) Collection of garbage from buildings, its premises, kitchen area etc. and its disposal to a designated dustbin outside the premises.
- vii) Cleaning of Kitchen, Dining hall, attached toilets, corridors, Court-yards of Hostels etc. twice everyday including disposal of garbage. Cleaning includes sweeping of floors with broom followed by wet mopping with cleaning agent, dusting of furniture, wall tiles, doors and windows etc.
- viii) Vacuum Cleaning of all Upholstered Furniture at least twice a week.
- ix) Complete micro cleaning of all rooms, kitchen and dining areas, office, corridors, staircases and common areas with vacuum cleaner, once every month, to make it completely free from dust and spider webs etc.

Record Keeping:

The Manager shall maintain all records as desired by the Institute from time to time.

Linen:

The housekeeping shall be responsible for safe custody, issue and use of the linen supplied by the Institute and organizes its laundry as per requirement.

3.2 The Institute shall supply the following articles for use in the hostel/guest house, as part of the establishment:

- i) Complete furniture furnishing, electrical gadgets and linen for rooms.
- ii) Bucket, Mug, Jug, shoeshine brush, hangers, dustbin and crockery for the rooms.
- iii) Complete furniture, stationary and equipment for office use.
- iv) Complete furniture, furnishing, electrical gadgets, cooking appliances, utensil and crockery for kitchen and dining areas.
- v) Air cooling and air conditioning equipments, refrigerator and water cooler.
- vi) Bulbs, tube lights, fans, geysers room heaters and other electrical appliances and fire fighting equipments.

vii) Vacuum cleaner and wheel cart for house keeping and for carrying garbage to the dust bins.

viii) All eatables and raw materials for cooking including fuel/ LPG, detergent and condiments etc.

3.3 The contractor shall supply the articles for rooms, housekeeping as per the Price Schedules of Article VIII (Part i to iv) for use in the Hostel:

3.4 i) All electrical appliances, gadgets, fittings and fixtures shall be maintained by the Institute at its own cost.

ii) Building, including plumbing services shall be maintained by the Institute at its own cost.

3.5 No accommodation for the workmen, supervisors and proprietor shall be provided by the Institute. The contractor shall have to make his own arrangement for the lodging and boarding of his workmen outside the Institute premises.

3.6 It shall be the responsibility of the contractor to keep the Hostel premises free from the menace of dogs and stray cattle.

ARTICLE - IV

MANPOWER REQUIREMENT

Contractor shall engage the following staff for Day-to-day management of House Keeping and other service, at IITGN premises as per terms and conditions of the contract:

a) Manager/ Senior Supervisor(Skilled worker)	: 01
b) Supervisor cum Storekeeper(Skilled worker)	: 03
c) Caretaker for hostels (Skilled worker)	: 02
d) Maintenance personnel(Semi Skilled worker)	: 05
e) Room Boys & Housekeeping Cleaners(Unskilled worker)	: 30
f) Office & classroom Attendant (Unskilled worker)	: 14
g) Gardener (Unskilled worker)	: 01
h) Guest House attendant(Un skilled worker)	: 04

Note:

- The contractor shall be required to arrange the following extra daily wage workers for performing duty in the cleaning services, F & B services and other services etc. as and when required :
 - Supervisors/ Cook - Skilled worker
 - Waiters - Semi-skilled worker
 - Helper/ Attendant/ Cleaner - Unskilled worker
 - Any other labour - To be specified
- The extras shall be paid at the rate of minimum wages, currently in force, notified by the Regional Labour Commissioner (Central), Gandhinagar. In addition to this, negotiated service charges shall be paid on the wage bill of extra labour supplied by the contractor.
- The minimum qualification, experience and minimum wages payable to various categories of the staff to be employed by the contractor is listed below. An order with the existing rates for payment of minimum wages as made applicable for IITGN is enclosed for your necessary information and incorporation. :

Sr No.	Category of Staff	Qualification and Experience
1	Manager (Skilled)	Graduate in Hotel Management/ Hospitality & Tourism Management with minimum 2 years of work experience in a Hospitality organization.
2	Supervisor, (Skilled)	Diploma in Hotel Management OR Graduate with relevant experience.
3	Caretaker (Skilled)	Certificate course in the field of Hospitality OR 2-3 years of relevant experience.

4	Maintenance Personnel (Semi skilled)	Certificate course in related field OR 2-3 years of relevant experience.
5	Attendant/Cleaners/ Room Boys/ Helpers (Un skilled worker)	Relevant work experience with required basic school education.

4. The Manager should have good command over spoken English, well versed with requirements of hospitality services. He should have qualities of politeness, courtesy, perseverance and pleasing personality.
5. Before hiring the employees, the contractor shall have to obtain proper clearance from authorities in terms of their suitability and credentials.

ARTICLE – V

GENERAL CONDITIONS OF THE CONTRACT

5.1 The staff employed within the Institute/ Guest Apartments/Student Hostel premises shall be provided with uniform by the contractor as per their job assignments and they shall wear it compulsorily while on duty. The colour and style of uniform shall have prior approval of the Administrator in-charge. The staff should wear clean and properly ironed dress while on duty.

The contractor shall employ only adult trained staff with good health and sound mind, not below the age of 18 years. He shall also nominate qualified and experienced manager/ supervisor acceptable to the Institute to take orders/ instructions from Authorised Officer and the guests.

5.2 The contractor shall ensure that all employees engaged by him are free from communicable/ infectious diseases and the Institute's physician shall conduct medical examination periodically as decided by the Institute and submit a copy of such medical examination report to the Administrator in-charge. If in the opinion of the Institute any of the contractor's employees is found to be suffering from any such disease or if any employee(s) of the contractor is found to misconduct or misbehave, the Authorised Officer shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the Institute. The Institute shall be entitled to restrain such employee (s) from entering the Students' Hostel premises. Contractor shall have to provide a substitute(s) as early as possible but not later than 15 days. Similarly, substitute will be provided for any staff who leaves on his own or has been removed, as early as possible but not later than 15 days.

5.3 The contractor shall be responsible for all his employees in observing Housekeeping and safety regulations and instructions as may be issued by the Institute from time to time. The contractor shall have the exclusive right to appoint, substitute, suspend, transfer and terminate the services of any of his employees/ workman to fulfill his obligations under this agreement. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute.

5.4 The Institute provides fully furnished Guest Apartments/ Offices/ Hostels. If the furniture/ furnishing/ fixtures and any other article is damaged due to misuse or mishandling or careless act by the contractor or his employees, except normal wear and tear, the contractor shall be liable to repair or replace the item at his own cost, failing which the repair/ replacement shall be done by the Institute and the cost shall be deducted from the bills of the contractor.

- 5.5 In case, the Institute suffers any loss of any nature on account of contractor or his employees not following Housekeeping/ safety regulations/ instructions, the contractor shall be liable to make the loss good as determined by the Institute at its sole discretion and the Institute shall have the right to recover such losses etc. from the dues payable to the contractor and/ or Housekeeping deposit / EMD etc.
- 5.6 Contractor shall not appoint any sub contractor for the work assigned to him without the written permission of the Institute's Administration/ OSD.
- 5.7 The contract shall be effective for an initial period of 1 (one) year, which can be extended on mutual consent for a further period of 1 (One) or 2 (Two) more years on negotiated terms and conditions of the contract, subject to reimbursement of increase in daily wages announced by the Regional Labour Commissioner (Central) from time to time. The decision of the Institute in regard to grant of extension beyond initial one year shall be final and binding.
- 5.8 During the initial period of 1 (one) year the performance of the contractor shall be observed very closely. In the event of substandard performance or non-performance during the one year period, the Institute shall have the right to foreclose the contract and forfeit the Housekeeping Deposit.
- 5.9 The rates specified in the Schedule of Rates shall remain unchanged for a period of 3 (three) years. However, if the minimum wages are revised by the Regional Labour Commissioner (Central) Gandhinagar, subsequent to the date of opening of tender, only service charges, as per item no. 1 of the *Schedule of Rates*, shall be enhanced by a factor equal to the ratio of revised rates and the rates prevalent on the date of submission of tender in respect of skilled/ semi-skilled/ unskilled labour. The enhanced rates shall be payable with effect from the date of such revision.

Example:

- a) No. of man days x minimum wages paid as per the pre revised rates.
 - b) No. of man days x minimum wages to be paid as per the revised rates.
 - c) Total additional claim admissible:
Arrear to be released= (b-a) + Applicable % of overheads + EPF, ESI).
- 5.10 The contractor's staff shall not be treated as the Institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Institute shall not be liable, to any penalty under relevant labour rules, enactment or related regulations for which contractor is responsible under the law. However, if the Institute is forced to pay any cost of any nature on account of contractor's liabilities the said cost shall be recovered from the dues payable to the contractor.

- 5.11 The contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactment's viz. Minimum Wages Act, Payment of Wages act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act, Workmen Compensation Act, Employee State Insurance Act, Employees Provident Fund & Miscellaneous Provisions Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/ non-compliance of any of the provisions of any of the acts etc. The contractor shall maintain all records required to be maintained under the statutory enactment and the Authorised Officer and his authorized representatives shall be entitled to inspect all such records at any time.
- 5.12 The contractor shall, at his own expense, take workman's compensation insurance and he shall also obtain from his under-writer of such insurance a waiver of subrogation in favour of the Institute. The contractor shall further, at his own expense, register claims and pursue realization of all insurance claims.
- 5.13 The contractor shall comply with the "Rules Governing Contractors and contract workers at IIT Gandhinagar for payment of wages and related Matters".
- 5.14 The contractor shall purchase and provide the consumables of good quality for use in the Institute, Guest apartments & students' Hostels with the approval/ consent of the Authorised officer.
- 5.15 Contractor shall obtain specified license from the Regional Labour Commissioner Gandhinagar, Govt. of India, within a reasonable time after issue of letter of Acceptance of Bid for employment of labour.
- 5.16 The Institute/ Guest Apartments and Hostel premises shall be in possession of the Institute and the contractor is only permitted to enter the premises to manage the Hostel. Whenever the contract is terminated or the contract is concluded and the Institute decides that the contractor should not be allowed serve in the Hostel, the Institute shall be entitled to restrain the contractor from entering IIT Premises as well as the Hostel premises.
- 5.18 Replacement of electrical items, such as bulbs, tubes etc. would be done by the Institute against the fused/ damaged items. No replacement otherwise would be carried out. In case of non-receipt of fused/ damaged material contractor should advice his employees to strictly observe the normal practices for use of electrical fixtures and fittings.
- 5.19 TDS shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 5.20 The contractor shall make his own arrangements for transportation of his employees.

5.21 **SECURITY DEPOSIT**

Within 7 (seven) days of the receipt of the notification of the award of the contract from the institute, the successful bidder shall furnish Security deposit/Performance bank guarantee for an amount of Rs. 5.00 Lakhs (Rupees Five Lakhs Only) in the form of DD from a Nationalized Bank/ Schedule Bank to the Institute. Failure of which to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. The amount of the EMD will be refunded without interest to the successful bidder within 60 days on successful submission of Performance Bank Guarantee.

5.22 **TERMINATION:**

Institute shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever. A notice in writing from the Institute to contractor shall be served, giving 30 (thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof.

If all or part of the contract is terminated in accordance with the provisions contained above, the Institute shall pay to contractor charges up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

5.23 **TERMS OF PAYMENT:**

The payment for services under this agreement shall be made on monthly, basis, payment through RTGS-NEFT Payment. The payment shall be done within 10 working days of receipt of the clear bill for each calendar month, duly supported with the requisite details of

Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Service Tax registration number, Service Classification, rate and amount of Service Tax shown separately).

Insurance Policies and proof of payment of premium (As applicable).

Details of statutory payments like PF, ESI, and EPF etc. (As applicable).

Undertaking by the Housekeeping Agency regarding compliance of all statutes.

Certificate of the Housekeeping Agency that labours have been paid not less than Minimum wages. (As applicable).

Attendance sheet/manpower deployment sheet(showing non-deployment/short deployment and reasons thereof)

Any document in support of any other claim permissible under this contract.

The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.

5.24

TAXES, DUTIES AND LEVIES:

All taxes (including VAT), duties, levies etc., imposed by the State, Central Government and local bodies in connection with this contract in force at the time of submission of Bids shall be borne by the contractor. However, if any new tax, duty or levy is imposed or enhanced by the Government/ Local bodies the same shall be reimbursed on production of proof of payment.

Contractor shall be wholly responsible regarding the minimum wage payment. As and when the minimum wage rate is changed by the Government, the contractor shall have to pay the revised rate to his workers as on that date. However, the difference in the revised wages and the wages in force on the date of submission of Bids shall be adjusted in the bills of the contractor.

The contractor shall have his own set up including registration under the relevant laws governing the type of work he is to perform.

Contractor should possess specialized, experienced and skilled workers for executing the works stipulated in the contract.

The contractor shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above-mentioned rules and regulations.

The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

The contractor may provide accommodation to the workers at his own expense, outside the campus.

5.25

PENALTY:

As per details in the Article IX.

In addition, no person will be permitted to stay/use Institute premises/Guest House/Hostel rooms without specific permission for a valid reason. In case any such person is found, a penalty up to Rs.5000/- per person may be levied or as deemed fit by the Institute.

5.26 **INCENTIVES:**

The Institute shall consider payment of necessary promotional incentives to the service provider for 'Best Employment practices' provided on specific periodicity based on the user feedback, complaint free services and recommendation of the Authorised officer.

5.27 **REGARDING CONTRACT LABOUR :**

The Contractor shall be solely responsible as regards to salary/ wages and service condition and the wages paid by contractor to their employees/ workmen shall be fair and in no case be less than the wages prescribed by the Regional Labour Commissioner (Central) Gandhinagar under the Minimum Wages Act and in force from time to time.

The contractor should implement the Government's directives on reservation in respect of SC/ ST candidates, in matters of employment, if any.

The contractor shall obtain the labour license from the Regional Labour Commissioner (Central) Gandhinagar and furnish a copy to the Institute within the stipulated time.

The contractor shall deduct the EPF contribution and Deposit the same in the office of Provident Fund Commissioner as per the guidelines enunciated in the relevant statutes. He should submit the EPF code no. to the Institute within a reasonable time.

Employees of the contractor shall carry personal Identity Cards at all times. The cards shall be issued by the Institute against payment of Rs.50/- per card. Passport size photograph of each employee shall be furnished by the contractor in duplicate to the Authorised Officer within a month.

All Identity Cards/ Gate passes issued by the Institute shall be surrendered to Housekeeping Section immediately after the expiry/ termination of the contract. Final payment shall be settled only after submitting clearance from Housekeeping section. Loss of cards shall be promptly reported to the Housekeeping Section.

ARTICLE - VI

SPECIAL INSTRUCTIONS TO TENDERERS

The Bidder, prior to quoting may inspect the Institute, Guest apartment and Hostel premises and apprise himself of the site conditions. The work to be done is broadly but not extensively described in Article – III under the head “**Scope of Work**” and subsequently in the “**Schedule of Rates**” under Article VIII.

The Institute shall not be responsible for any cost or any expenses incurred by the tenderer in connection with the submission and delivery of this tender.

The Institute reserves the right to accept or reject any or all tenders or to waive off any irregularities and formalities at its own discretion, without assigning any reason. The Institute reserves the right to award the work to other than the lowest Bidder. Also the Institute reserves the right to split the job among two or more successful Bidders.

Tender Document fee is in no case refundable.

Alteration or modifications to the Bids after closing date and time shall not be considered. No extension of time for submission of tenders and modification of price after submission of tender shall be considered.

SUBMISSION OF BIDS:

The Bids can only be submitted in the name of the Bidder in whose name the Bid documents were issued by the Institute. The tender should be valid for acceptance for a minimum period of 120 (One Twenty) days from the date of opening of Bid.

- 6.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.

6.2 **Clarification of Bid Documents:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Institute in writing at the mailing address. The Institute shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 07 days prior to the last date for the submission of bids.

6.3 **Amendment of Bid Documents:**

6.4.1 At any time, prior to the date of submission of bids the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

6.4.2 The amendments shall be notified in writing or by Fax to all prospective bidders on the address intimated at the time of purchase of bid document from the Institute and these amendments will be binding on them.

6.4.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Institute may, at its discretion, extend the deadline for the submission of bids suitably.

6.5 **Documents Comprising the Bid:**

The bid prepared by the bidder shall comprise the following components:

- (i) Earnest Money Deposit (EMD) furnished in accordance with Para 6.8 of this contract agreement.
- (ii) The original Bid form downloaded from the Institute with Price Schedule duly filled in and signed by the authorized signatory.

Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as: (a) a sole proprietor of the firm, or (b) constituted attorney of sole proprietor, or (c) a partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.

In case of (b) above, the individual shall be required to produce and provide a copy of the Power of Attorney attested by a Notary Public, or affidavit on stamp paper. In case of (c) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.

In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and all other related documents should be signed by every partner of the firm.

A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to a warranty that he has authority to sign such documents and if on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/ intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all costs and damages arising from the cancellation of the contract including any loss which the Institute may have on account of execution of contract/ intended contract.

6.6 **Bid Form:**

6.6.1 The bid shall be submitted in the documents prescribed by the Institute in the tender document.

6.7 **Bid Prices:**

6.7.1 The bidder shall give the unit rates of individual items inclusive of all incidentals, levies and taxes, and total bid price, as per the price schedule given in Article - VIII of the Bid Document.

6.7.2 The all inclusive prices quoted by the bidder shall remain fixed during the period of contract and shall not be subject to variation on any account except as provided in para 5.9 of the contract. If any bid is submitted with an adjustable price, the bid will be treated as non-responsive and rejected summarily.

6.7.3 The bidder shall submit detailed break up of the price quoted for each individual item in sufficient detail to enable the Institute to arrive at the justification of prices offered.

6.7.4 Discount, if any, offered by the bidders, shall not be considered unless it is specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc. into account.

6.7.5 **Part- A** of the Bidders are instructed to submit the bids in accordance with the manner described in para 1.4, page no 3. This should be sealed in a separate envelope.

Part -B of the bid documents shall contain the Tender Document in original and rates quoted in the "Schedule of Rates", as per scope of work. No escalation in prices shall be allowed at a later stage. No conditional discount in the price Bid shall be allowed. This should be sealed in a separate envelope.

Both the above envelopes (part A and B) shall be placed in another envelope and addressed to the Assistant Registrar (M.M.), IIT Gandhinagar. The name and address of the firm should be written on all envelopes.

The tender should reach the office of the Assistant Registrar (M.M.), IIT Gandhinagar before 17.00 hrs. on the closing date. Tenders shall be opened in the presence of the committee members.

6.7.6 In case of any unscheduled holiday on the prescribed date of closing/ opening of the tender, the next working day shall be treated as the scheduled day.

6.7.7 The Institute shall not be responsible for the loss of Tender Document or for the delay in postal transit.

6.7.8 Tenderers are advised in their own interest to ensure that their offer reaches this office well before the closing date and time of the tender as the offers received after the closing date and time shall not be considered.

6.8. **EARNEST MONEY DEPOSIT:**

6.8.1 All Bidders have to furnish EMD for an amount of Rs. 50,000/- (Fifty Thousand) only, in the form of demand draft in favour of "IIT Gandhinagar Main Account" payable at Ahmedabad from any Indian Nationalized bank /Scheduled Bank. EMD in the form of cheque shall not be accepted. EMD of the unsuccessful Bidders shall be refunded after the finalization of the contract. Tenders received without EMD shall be summarily rejected.

6.8.1 The earnest money deposited with the tender may be adjusted towards the deposit in the case of successful tenderer, provided it is furnished in the form of Demand Draft only.

6.8.2 No interest shall be paid by the Institute on the earnest money deposited by the tenderer.

6.8.3 EMD shall be forfeited in any of the following cases:

a) If the Tenderer/ Bidder withdraw or modifies his Tender/ Bid during validity period.

b) Having been selected as a successful tenderer, if the Bidder fails/ refuses to accept the work order or refuses to sign the agreement with the Institute within the period of 7 days.

6.8.4 "Schedule of Rates" should be read with all other sections of this Bid package. No tender shall be accepted on forms other than the one provided by the Institute.

6.8.5 Care should be taken by the Bidders to write the quoted prices in such a way that any misinterpretation is ruled out. Corrections are to be acknowledged by full signature and not the initials of the Bidder.

6.9 **SIGNATURE ON BID(S):**

6.9.1 The tender proposal should be signed by the Bidder giving the name and exact postal and telegraphic address of the firm including phone numbers, FAX numbers and email address to whom the contract is to be issued.

6.9.2 The Bidder is to sign on each page of the tender Document while submitting the tender as a proof of acceptance of all the terms and conditions of the tender as stipulated herein.

6.9.3 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. This signature should be attested by at least one witness.

6.10 WITNESS:

Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signatures.

6.10.1 Each tender shall be complete and free from ambiguity or alternation.

6.10.2 The Institute reserves the right to change any criteria of Bid evaluation at its discretion.

6.11 RATES TO BE IN FIGURES AND WORDS:

The tenderer shall quote in English, both in figures as well as in words, the rates and amounts tendered by him in the Schedule of Rates forming part of the tender documents. The amount for each item shall be worked out and entered and requisite total given of all items. The tendered amount for the work shall be entered and duly signed by the tenderer.

If some discrepancies are found between the rates given in words and figures or the amount shown in the tender, the following procedure shall be followed:

- i) When there is a difference between the rates in figures and words, the rate which correspond to the amount worked out by the tenderer shall be taken as correct.
- ii) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate by either of above methods the rate quoted in words shall be taken as correct.

6.12 DISCOUNT:

Bidder should not indicate any discount separately. Discount, if any, should be merged in the quoted rates. If Bidders quote discount separately, the same shall not be taken into account for evaluation purpose. However, the Institute shall avail the same in case Bidder emerges out as successful.

6.13 CORRECTIONS AND ERASURES:

All corrections(s) and alternation(s) in the entries of tender papers shall be signed in full by the tenderer with date. No erasure or over-writing is permissible.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenders who resort to canvassing shall be liable for rejection.

6.14 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement within 1 month (One month) of the receipt by him of the communication of acceptance of the tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period the earnest money or his initial security deposit shall be forfeited and the acceptance of the tender shall be considered as revoked.

6.15 RESPONSIBILITY FOR PROPER UPKEEP OF BUILDINGS AND SERVICES

The Contractor shall be the custodian of the buildings and the premises of the Institute, students' hostels and guest apartments including all installations, furniture, furnishings, equipments, linen, gadgets and other things supplied by the Institute as part of the establishment. It is the responsibility of the contractor to ensure that the establishment is not misused or carelessly handled by his workmen and/ or the guests. It is an inviolable term of the contract that the contractor takes all necessary steps to ensure proper upkeep of buildings and services. The responsibility to keep the services and the establishment in good condition shall devolve upon the contractor. For this purpose the contractor shall have to maintain close Liaison with the Institute Works Department and the Authorised Officer to seek their support and advice in the matter.

6.16 INTERPRETATION OF CONTRACT DOCUMENTS:

Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or commission in the contract or any of them the matter may be referred to Authorised Officer who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Authorised Officer shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

Wherever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities, it is understood that he shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provision, so mentioned. The materials and services shall satisfy the high standards befitting the reputation of the Institute.

The contractor, in arriving at his quoted rates/ prices shall for all purposes whatsoever, be deemed to have himself independently obtained all necessary information for the purposes of preparing his tender and as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. The scope of work is only broadly defined and the details shall be authorized by the competent authority during the course of execution of work.

The Contractor shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out of work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of the materials and labour and the type of work involved etc, and as to what all works he has to complete in accordance with the contract Document whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the surroundings and, to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for payment of Government taxes, other charges, levies etc.

Any neglect or failures on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract document.

It is, thereof expected that, should the contractor have any doubt as to the meaning of any portion of the Contract Document, he shall set forth the particulars thereof in writing to the Institute before signing the contract. The Institute shall provide such clarification as may be necessary in writing to the contractor. Such clarification as provided by the Institute shall form part of Contract Document.

No verbal agreement or inference from conversation with any officer or employee of the Institute, either before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/ obligations herein contained.

6.18 FORFEITURE OF SECURITY DEPOSIT:

- 6.18.1 In case, the Institute is obliged to make any recoveries on any account from the Security Deposit of the Contractor, the Contractor shall be obliged to make good of the Security Deposit amount within a period of 10 days after the receipt of information in this regard, failing which the Contractor has to pay 12% interest for the period of delay in making good the Security Deposit.

6.19 **SPECIAL CONDITIONS:**

The Contractor and his employees shall obtain medical certificate of physical Fitness from Registered Medical Practitioner. Also, when called upon by the Institute, subject themselves to medical examination by the Medical Officer of the Institute.

The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.

The Contractor shall submit the Housekeeping bill of the previous month latest by the 10th of every month to the concerned of the Institute.

The Institute shall pay the Contractor towards the bill within ten working days after receipts of the clear bill.

The contractor shall be levied fines as per details enclosed herein in Article – IX.

6.20 **Other Terms & Conditions: Pre – Qualification Criteria:**

- a) The applicant should have License (validity up to December, 2013) to run Housekeeping services from concerned Govt. authorities.
- b) The applicant should be in Housekeeping Service business for a minimum period of Three years as on 31.07.2013
- c) Experience of having successfully run the Housekeeping services during the last Three years ending 31.07.2013 as per following (Similar nature of work means the running of the Housekeeping of educational institutions)/ corporate house.
- d) Financial Turn-Over (Gross)- The bidder's average annual financial gross turnover in the last financial year duly audited by the CA should not be less than Rs.30.00 crores. (No group turnover allowed).
- e) Financial Solvency Certificate- The bidder should have a solvency of Rs. 20,00,000 (Rupees Twenty Lakhs). A certificate to this effect may be enclosed from the banker.
- f) Performance Certificate for each work completed in the last three years and it should be certified by a responsible person from the concerned organization.
- g) Relationship with employees- IIT Gandhinagar will debar parties from tendering having relatives working in IITGN. A non-relationship Certificate is required to be submitted.
- h) The Contractor/Service provider or their corporate office must have their own residential training academy in India.

ARTICLE –VII

TERMS AND CONDITIONS OF THE CONTRACT

7.0 **PERIOD OF CONTRACT:** 1 Year, Renewable by one or two more years by mutual Consent.

7.1 **TIME OF MOBILISATION:**

The work covered by this contract shall be commenced within 07(Seven) days after the receipt of any communication in the form of Letter/ Fax message.

7.2 **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

The contractor on or after award of the work shall name and depute a qualified manager having sufficient experience in carrying out work of similar nature, to whom the establishment shall be made over and the instructions for works shall be given. The contractor shall also provide to the satisfaction of the Authorised Officer sufficient and qualified staff to superintend the execution of the works, including those specially qualified by previous experience to supervise the types of work comprised in the contract in such manner as shall ensure work of high standard commensurate with the reputation of the Institute. Whenever in the opinion of competent authority, additional sufficiently qualified supervisory staff is considered necessary, they shall be employed by the contractor without additional charge on account thereof.

If and whenever any of the Contractor's employee shall in opinion of the Administrator in-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Administrator in-charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor if so directed by the Administrator in-charge, shall remove such person/ persons from employment within a reasonable time. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Administrator in-charge.

Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any persons removed from the works he shall do so and bear all cost in connection therewith.

The contractor shall be responsible for the proper behaviour of all the staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing/ acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The contractor shall be responsible thereof and relieve the Institute of all consequent claims or actions for damages or injury or

any the other grounds whatsoever. The decision of the Authorised Officer upon any matter arising under this clause shall be final.

If and when required by the Institute, all contractor's personnel entering upon the Institute premises shall be properly identified by badges of a type acceptable to the Institute which must be worn by them at all times during duty hours.

7.3 SUB-LETTING OF WORKS:

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whosoever, except as provided for in the succeeding sub-clause, without the consent in writing of the Administrator in-charge.

The Authorised Officer may give written consent to sub-contract for the execution of any part of the works, being entered into by the contractor provided each individual sub-contract is submitted to the Authorised Officer before being entered into and is approved by him.

7.4 CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the shall have received copies of any sub-contract, the contractor shall be and shall always remain solely responsible for the quality and proper execution of the works and the performance of all the conditions of the contract in all respects as if sub-contractor or sub-letting had not taken place, and as if such work had been done directly by the contractor.

7.5 THE INSTITUTE MAY TERMINATE SUB-CONTRACTS:

If any sub-contractor engaged upon work executes any work which in the opinion of the Authorised Officer is not in accordance with the contract documents, the Authorised Officer may by a written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub-contract and dismiss the sub-contractor and the latter shall forthwith leave the works, failing which the Authorised Officer shall have the right to remove such sub-contractor from the work on his own.

7.6 THE INSTITUTE REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

No action taken by the Authorised Officer under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation or otherwise, failing which the Authorised Officer shall have the right to remove such sub-contractor(s) from the work.

7.7 **POWER OF ENTRY:**

If the contractor shall not commence any work in the manner described in the Contract Document or if at any time in the opinion of the competent authority,

- (a) fails to carry out the works in conformity with the contract documents, Or
- (b) fails to carry out the works in accordance with the contract schedule, Or
- (c) substantially suspends the work without authority from the competent authority, students' Hostel, Or
- (d) fails to carry out and execute the works to the satisfaction of the competent authority, Or
- (e) fails to supply sufficient/ suitable materials or things, Or
- (f) commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after notice in writing shall have been given to the contractor by the competent authority, requiring such breach to be remedied, Or
- (g) if the contractor shall abandon the work,

then in any such case, the Institute shall have the power to enter upon the premises and take possession thereof and of the materials and stock thereon and to carry on with the works by his agents, sub contractors, workmen and the supervisors as the Institute in its absolute discretion may think proper to employ without making payment to the contractor for the said materials other than such as may be certified in writing by the Authorised Officer to be reasonable, then the amount of such excess as certified by the Authorised Officer shall be deducted from any money which may be due for work done by the forthwith be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Institute by the contractor and the Institute shall have power to sell in such manner and for price as it may think fit all materials of the contractor and to recover the said deficiency out of the proceeds of the sale.

7.8 **LIEN:**

If, at any time, should there be an evidence of any lien or claim for which the Institute has become liable and which is chargeable to the contractor, the Institute shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Institute against such lien or claim and if such lien or claim be valid, the Institute may pay and discharge the same and deduct the amount so paid from any money which may be or may become due to payable to the contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Institute all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. The Institute reserves

the right to do the same.

The final payment shall not become due until the contractor delivers to the Authorised Officer a complete release or waiver of all liens arising or which may arise out of this agreement.

7.9 **FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty.

If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of authorize the contract in whole or part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

7.10 **RELEASE OF INFORMATION:**

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

7.11 **COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of contract. Fresh agreement shall have to be drawn if both parties to the contract agree to extend the period of contract beyond 1 (one) year by mutual consent.

7.12 **SCHEDULE OF RATES AND PAYMENTS:**

The price to be paid by the Institute to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor as per the terms of the contract shall be ascertained by the application of the respective schedule of rates and payment shall be made accordingly to the work

actually executed and approved by the Administrator in-charge.

7.13 SCHEDULE OF RATES TO BE INCLUSIVES:

The prices/ rates quoted by the contractor shall remain firm till the issue of final certificates and shall not be subjected to any escalation except for the adjustments on account of revision of minimum wages by the Government in respect of workmen directly employed on the work. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract may not fully and precisely furnish them. The opinion of the Authorised Officer as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents. Generality of this present provision shall not be deemed to be cut down or be limited in any way because in certain cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

7.14 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

The contract price shall be inclusive of all levies, taxes, transportation charges, stamp duties etc. from and of Central or State Government or Local Bodies whatsoever. Contractor shall also obtain and pay for all clearances, permits, or other privileges necessary to complete his obligations as per contract.

7.15 SCHEDULE OF RATES CANNOT BE ALTERED:

For work under unit rate basis, no alteration shall be allowed in the schedule of rates, reasons of works or any part of them being modified altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been offered by the contractor and agreed to by the Institute and cannot be altered.

7.16 BILLING:

The contractor shall submit a monthly bill in approved Performa in duplicate to the Authorised Officer giving abstract for the various items executed. The Authorised Officer shall take or cause to be taken for the purpose of having the same verified and the claim, as far admissible, adjusted, if possible, before the expiry of 15 (fifteen) days from presentation of the bill.

Separate bills shall be submitted in respect of item nos. 1, 2 and 3 and 4 of the "Schedule of Rates".

7.17 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All Running Account Payments shall be regarded as payments by way of advances against the final payment only and not as payments for work actually done and completed, and shall not be considered as an admission of the due performance of the contract, or any thereof, in this respect, or of the accruing or affect in any way the powers of the Institute under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise or, in any other way vary or affect the contract. The final bill shall be submitted by the contractor within 1 (one) month from the date of expiry of the contract

period. Otherwise, the certificate from the Authorised Officer as to the total amount payable for the work shall be final and binding on all parties.

7.18 PAYMENT OF CONTRACTOR'S BILL:

7.18.1 Payment due to the contractor shall be made by the Institute by crossed account payee cheque to be dispatched to registered office or the notified office of the contractor or be handed over to the authorized representative of the contractor. In no case shall the Institute be responsible if the cheque is misplaced or misappropriated by unauthorized person/ persons. In all cases, the contractor shall present his bill duly pre-receipted on proper revenue stamp.

7.18.2 In general, payment of final bill shall be made to the contractor within 30 (thirty) days of the submission of bill after completion of all the obligations under the contract.

Payments of final bill and Security deposit shall be released only if it is accompanied by the proof of following:

- i) Due wages paid to all his workmen engaged on the job for the whole period of contract on monthly basis before 10th of every month by way of Bank Cheque / Bank transfer only.
- ii) Having deposited the contributions of EPF and ESI with the concerned authorities for the whole period of contract.
- iii) Having handed over the complete establishment including all materials and equipments of the Institute/ Guest Apartments/ Hostels to the Authorised Officer or his authorized representative, in good condition.
- iv) Having vacated the premises of the Institute/ Guest Apartments/ Hostels or any other premises that may have been allotted to him for discharge of the contractual obligation.

7.19 RECEIPTS FOR PAYMENT:

Receipt for payment made on account of work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the Contractors are described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

7.20 COMPLETION CERTIFICATE:

When the contractor fulfils its/ his obligation under the contract, it/ he shall be eligible to apply for completion certificate in respect of the work.

The Authorised Officer shall normally issue to the contractor the completion certificate within 1 (one) month of receiving an application from him to the effect that the work has been completed in accordance with and as set out in the contract.

The contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

7.21 INSURANCE:

Contractor shall at his own expense carry and maintain insurance with insurance companies to the satisfaction of the Institute as follows:

7.22 EMPLOYEE STATE INSURANCE ACT:

The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, and the contractor further agrees to defend, indemnify and hold the Institute harmless from any liability or penalty which may be imposed by the Central, State or Local authority by the reason of any violation by contractor or sub-contractor(s) of the employee's state insurance act, and also from all claims, suits or proceedings that may be brought against the Institute arising under, growing out or by reasons of the work provided for by the contractor whether brought by employees of the contractor, by third parties or by central or state government authority.

7.23 ANY OTHER INSURANCE REQUIRED BY LAW:

Contractor shall also carry and maintain all other insurance which he may be required under any law or regulation from time to time.

7.24 ACCIDENT OR INJURY TO WORKMAN:

The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor, save and

except an accident in injury resulting from any act or default of the Institute. The contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect or in relation thereto.

7.25 DAMAGE TO PROPERTY:

Contractor shall be responsible for making good to the satisfaction of the Authorised Officer any loss or any damage to all structures and properties within the students' Hostel, guest apartments and Institute's premises. If such loss or damage is due to fault and/ or the negligence or omission of the contractor, his employees, agents, representatives or sub-contractors, he shall make good the loss as assessed by the Administrator in-charge.

7.26 SAFETY REGULATIONS:

In respect of all labour, directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes, regulations, rules and orders made there under and such other acts as applicable.

7.27 ARBITRATION:

- 7.27.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- 7.27.2 If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-novo.
- 7.27.3 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- 7.27.4 It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- 7.27.5 The venue of arbitration shall be at Gandhinagar, Gujarat.
- 7.27.6 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings

under this clause.

7.28 **JURISDICTION:**

The contract shall be governed by and constructed according to the laws in force in India. The contractor shall hereby submit to the jurisdiction of the courts situated at Gandhinagar, Gujarat for the purpose of actions and proceedings arising out of the contract and the courts at Gandhinagar, Gujarat only shall have the jurisdiction to hear and decide such actions and proceedings.

7.29 **EMPLOYEES PROVIDENT FUND:**

The contractor shall be liable for the payment of Employees Provident Fund on contributory basis under P.F. Act as per prevailing rates or as per rates, if revised during the period of contract. In addition to this, inspection/administrative charges at the existing rates shall be charged and needs to be deposited in the Regional Provident fund commissioner's office, Ahmedabad under intimation to the Institute.

7.30 **GENERAL RULES:**

Smoking and tobacco chewing within the entire area of Guest House, students' hostels in particular and Institute campus in general is strictly prohibited. Violators of this rule shall be prosecuted as per Law and discharged immediately. All the workers engaged for the job shall be wearing clean uniform to be approved by the Institute while on duty.

Article- IX

PENALTY POINTS

The main Housekeeping objectives of IIT Gandhinagar are as under:

1. The area as given in tender document should be maintained spic and span by sweeping swabbing and maintain hygiene always at all times.
2. Smooth conduct of functions, conferences, dignitaries' visits, cultural events.
3. The Housekeeping parameters will there have been:
 - I. Timeliness of service
 - II. Tidiness of the surroundings
 - III. Discipline
 - IV. General Nature
1. A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of the Agency will not only be in terms of these points but also to the extent of the recommendations of the Committee constituted by the competent authority of the Institute. Every point will entail a financial obligation of Rs. 500/-on the part of the Agency subject to a maximum of Rs. 1,00,000/-or 10% of the gross payment to the Agency in a month, whichever is less. Besides the above mentioned penalty amount, the Institute reserves the rights to impose the penalty amount to the Agency depending on the gravity of operational failures.

POINTS ALLOCATION:

I. Timeliness of service

Sl. No	Type of Timeliness of Service	Penalty points (units)
01	Low Responsiveness	50
02	Not to lodge complain in service book	100
03	Clear explanation of complaint process with arguments	70
04	No follow up for the service	120
05	Complaint is unresolved or complainant chooses to go elsewhere	50

II. Tidiness of the surroundings

Sl. No	Type of Tidiness of the surroundings	Penalty points (units)
01	Failure to wear uniform approved by IITGN while on duty	05
02	Thorough cleansing of passageways, common accesses, stairs cases and dining areas	80
03	Proper storage and stacking of materials	50
04	Re-organizing of the storage materials for better utilization of storage spaces if appropriate	100
05	Maintenance of re-conditioning of tools and equipment	50
06	Cleansing of external covers for plant and equipment in the specific locations	100
07	Collection and removal of disposed waste materials off site in accordance with the waste management plan	40
08	Clearing of drains and channels to prevent flooding	50/Day
09	Other cleansing requirements as instructed by the competent authority/Representative from the perspective of the housekeeping	10

III. Discipline

Sl. No	Type of cases of indiscipline	Penalty points (units)
1	Wearing of improper Uniform by Contractor Employees while on Duty.[Uniform is mandatory]	100
02	Rude and unpleasant behavior of housekeeping personnel (for each incident)	30
03	Non-compliance with instructions / orders	100
04	Failure in drill test / random call	50
05	Recruiting/deploying illiterate personnel (for each day after recruitment /of deployment)	20
06	Breach/violation of contractual conditions (for each act of commission/omission) not covered in any of the above Columns.	As per the decision of HK committee depending on the level of breach

IV. General Nature

Sl. No	Lapses of general nature	Penalty points (units)
01	Lack of control in materials & equipments	50
02	Lack of maintenance in designated area mentioned in the tender documents	50
03	Presence of garbage in the campus & other areas	40
04	Lack of quality in cleaning materials	30
05	Lack of grooming of Contractor Employees	100

5. Compounding:

Repeated complaint of the same type (more than 4 times in any given month) will entail a multiplication factor of 4 on the points.

6. Reward:

The agency should be rewarded as per the decision of the Committee constituted by the competent authority of IIT Gandhinagar.

7. GENERAL MECHANISM:

(A) PENALTY POINTS

A Co-ordination meeting is to be held once in the first week of each month. Discussions of housekeeping matters as well as failure of the previous month, giving rise to fixing of penalty points to be carried out in this meeting. Every quarter the penalty amount at the rate of Rs. 500/- per point accumulated in that quarter, up to a maximum of 10% payment for that quarter, is to be deducted from the payment for the last month of that quarter.

(B) JOINT ENQUIRY

The Institute will be entitled for compensation against the house keeping agency, in case a proper joint inquiry establishes that the operational failure has been caused due to negligence of the agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The joint enquiry committee shall be constituted by IIT Gandhinagar which will be inclusive of one person from the agency deployed at IIT Gandhinagar.

FORM 'A'

FINANCIAL INFORMATION

- I. **Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Particulars	Financial Year		
	2009-10	2010-11	2011-12
i) Gross Annual turnover (In Lakhs)			
ii) Profit/Loss			

- a) Current Income Tax clearance Certificate/Profit & Loss account

Signature of Chartered Accountant with seal

Signature of Applicant(s)

FORM 'B'

**DETAILS OF ASSIGNMENTS OF SIMILAR NATURE COMPLETED DURING THE
LAST THREE YEARS ENDING 30.06.13**

SIMILAR NATURE OF ASSIGNMENT COMPLETED 1		
Sr. No	Description	Project Detail
1	Name of assignment(s) and Location(s)	
2	Name & Address of Employer/ organization	
3	Cost of work in Rs.	
4	Date of commencement as per contract	
5	Stipulated date of completion	
6	Actual date of completion	
7	Litigation /arbitration pending /in progress with details*	
8	Name and address/ email and telephone number of officer to whom reference may be made.	
9	Remarks	

*Indicate gross amount claimed and amount awarded by the Arbitrator

*For each work separate sheet be prepared as per proforma given in FORM- B.

Signature of Applicant(s) with date & seal

FORM ' C '

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

Furnish following information for each individual work from the employer for whom the work was executed

1. Name of the contract and location
2. Agreement/Order no.
 - a. Scope of Contract
 - b. Contract Cost (Rs.)
 - c. Contract commencing Date
 - d. Duration of the contract Period (Year-Months-Days)
 - e. Amount of compensation levied (Rs.) if any
 - f. Performance Report
 - i) Services – Excellent/Very Good/Good/Fair
 - (ii) Inventiveness – Excellent/Very Good/Good/Fair
 - g. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Authority)

FORM 'D'

STRUCTURE & ORGANISATION

STRUCTURE & ORGANISATION

1	Name & Address of the applicant:		
2	Telephone No./Fax No./E-MAIL		
3	Legal status of the applicant (attach copies of original document defining the legal status) i. An individual ii. A proprietary firm iii. A firm in partnership iv. A limited company or Corporation		
4	Particulars of registration with various Government bodies (attach attested photocopy)	Organization /Place of	Registration No.
5	Names and Titles of Director & Officers with designation to be concerned with this work:		
6	Designation of individuals authorized to act for the organization		
7	Was the applicant ever required to suspend assignment for a period of more than six months continuously after you commenced the assignment? If so, give the name of the project and reasons of suspension of work.		
8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		
9	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organisation at any time? If so, give details.		
10	Has the applicant, or any firms partner in case of partnership firm, ever been convicted by a court of law? If so, give details		
11	In which fields of Consultancy assignment the applicant has specialisation and interest?		
12	Any other information considered necessary but not included above.		

FORM 'E'

Non- Relationship Certificate

**Participation of relatives of employees in the tender / execution of works in
IIT Gandhinagar**

I/We S/o

R/o

..... hereby certify that none of my/our relative (s) as mentioned in Clause No. 1 (g) under “Other terms & conditions” of the tender document is/are employed in IIT Gandhinagar as per details given in tender document. In case at any stage, if it is found that the information given by me/us is false/incorrect, IIT Gandhinagar shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

Bidder's Signature

Official Seal & Stamp

Form ' F '

PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Bidder:

2. Complete Address of the Bidder:

3. Availability for demonstration of mechaneries at IIT Gandhinagar: Yes / No [Please √]

4. Cost of the Tender enclosed: Yes/No [Please √] If yes,

a.) Name of the Bank _____

b.) Amount in (₹) _____

c.) Demand Draft No. _____

5. Earnest Money Deposit enclosed: Yes / No [Please √] if Yes,

a.) Name of the Bank _____

b.) Amount in (₹) _____

c.) Demand Draft No. _____

d.) Last Validity date of the enclosed DD _____

6. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents kindly update to IIT Gandhinagar]

a.) Full Name :

b.) Complete Postal Address:

c.) Telephone No.:

d.) Fax No.:

e.) Mobile No.:

f.) E-mail:

g.) Website Address:

Form ' G '

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER

RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No	
4	Email ID	

ARTICLE – VIII

PRICE SCHEDULE

(Refer Part ii-iii)

Sl. No.	Description of items	Unit	Rates in Figure (₹)	Rates in words (₹)
1	Manpower cost for General Maintenance & Housekeeping of Institute Building/ Guest Apartments/ Hostels (Details as shown in Part ii)	Month		
2	Estimated Cost of consumables for General maintenance and Housekeeping services per month. (Details as shown in Part iii)	Month		
Grand Total				

(Authorised Signatory)

On behalf of the Chief

Executive officer

Name: _____

Designation: _____

Employee No.: _____

Seal

PART – (i)

MANPOWER COST

Sl. No.	Description of Manpower	Nos.	Max. Man days	Rate per day/ month (₹)	Amount (₹)
1	Manager/ Senior Supervisor	01			
2	Supervisor Cum Storekeeper	03			
3	Caretaker for hostels	02			
4	Maintenance Personnel	05			
5	Room boys & Housekeeping Cleaners	30			
6	Office & Classroom attendant	14			
7	Gardener	01			
8	Guest House attendant	04			
Total Manpower cost per month					

1. A maximum of 26 (Twenty Six) days per month has to be taken for quotation purpose. However the reimbursement claims shall be admitted based on the actual number of days per month / actual man power deployed.
2. The manpower cost being quoted should be inclusive of all substitute staff to be employed facilitating weekly off and statutory holidays or overtime payable to that extent. No additional reimbursement on account of manpower cost shall be entertained beyond the quoted actual cost per day / per month/ per person.
3. All the wages of personnel should not be less than minimum wages prescribed for time to time by Government of India.

(Authorised Signatory)

Seal

On behalf of the CEO

PART (ii)

A) Details of wages to employees

Sr. No.	Cost Head (26 days)	In %	Manager/ Senior Supervisor	Supervisor Cum Storekeeper	Caretaker	Maintenance personnel	Room Boys & Housekeeping Cleaners	Office & classroom Attendant	Gardner	Guest House Attendant
A	Minimum Wages-Central									
	Statutory Obligations (Calculated per Month)									
i)	PF									
ii)	ESIC									
iii)	Gratuity									
B	Allowances, if any									
i)	Supervisory Allowance									
ii)	Skill Allowance									
C	Sub-Total(A+B)									
D	Cost of Service Charge									
E	Govt. Levied Service Tax									
F	Sub-total(D+E)									
G	Total Cost Per Month (₹)									
H	Per Day rates (₹) (8 hours)									

B) Rent for Machineries

Sl No	Machineries	Nos	Rent/Month	Total(₹)
1	Wet & Dry Vacuum Cleaner	1		
2	Single Disk Scrubbing Machine	1		
3	High Pressure Washing Jet	1		
4	Vacuum Cleaners	2		
Total				
Service Tax				
TOTAL				

C) Chemical Charges

Sl No	Details of Chemicals	Quantity	Charges/Month	Total(₹)
Total				
Service Tax				
TOTAL				

Grand Total= Employee wages + Rent for machineries + Chemical charges=

(Authorised Signatory)

On behalf of the Chief

Executive officer

Name:_____

Designation:_____

Employee No.:_____

Seal

PART – (iii)

**Estimated Cost of Consumables for General Maintenance & Cleaning of
Institute building/ Guest Apartments/ Student's Hostels:**

Sl. No.	Description of Cleaning Materials	Brand Name	Qty.	Unit	Rate per Unit (₹)	Amount (₹)
1	Bamboo Stick, 5 feet long					
2	Baygon Spray					
3	Big Brush, Nylon					
4	Bleaching Powder					
5	Broom, Hard					
6	Broom, Soft					
7	Brown Paper					
8	Candle & Match-Box					
9	Carpet Brush					
10	Carpet Shampoo					
11	Ceramic Cleaner, Harpic					
12	Cotton Duster					
13	Cotton Mop					
14	Dustpan					

15	Finite Pump					
16	Floor Detergent					
17	Floor Duster					
18	Garbage Bag					
19	Glass Polish, Colins					
20	Liquid Toilet Cleaner					
21	Metal polish, Brasso					
22	Mosquito Mat/Liquid repellent					
23	Naphthalene Balls					
24	Odonil					
25	Paper Napkin					
26	Cleaning agent					
27	Room Freshener					
28	Scrubber, Iron					
29	Scrubber, Plastic					
30	Soap, small					
31	Toilet Brush					
32	Toilet Choke-Plunger					

33	Toilet Paper					
34	Vim Powder					
35	Wiper, Big					
36	Wiper, Small					
Estimated Cost of consumables per month						

Note: Where ever applicable, the brand name should be of ISI standard.

Authorised Signatory
On behalf of the
Chief Executive officer

Name: _____

Designation: _____

Seal

Employee No.: _____